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February 25, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

12 February 25, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

MEMORANDA OF UNDERSTANDING FOR FRINGE BENEFITS AND FOR BARGAINING UNITS REPRESENTED BY THE COALITION OF COUNTY UNIONS AND SEIU LOCAL 721; AND RELATED FRINGE BENEFIT CHANGES FOR NON-REPRESENTED EMPLOYEES ALL DISTRICTS (3 VOTES)

SUBJECT

This letter and accompanying ordinance extend the terms and provisions of the Fringe Benefits Memoranda of Understanding (MOU) for the Coalition of County Unions (CCU) and SEIU Local 721.

Also submitted for approval are the successor MOUs for Individual Units represented by the CCU and SEIU Local 721 which provide for contract extensions for two years. Lastly, we have made a technical correction to the Registered Nursing Schedule in the County Code to clarify applicability to non-registered nursing classifications only.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying successor Fringe Benefit MOUs with the CCU and SEIU Local 721 for a two-year term ending on September 30, 2015, and approve comparable adjustments for non-represented employees.
2. Approve the accompanying successor MOUs for a two-year term ending September 30, 2015, for the following bargaining units represented by the CCU:

Unit 411 – Building Trades & skilled Craftsmen

Unit 412 – Supervisory Building & Construction Trades and Operating Engineers

Unit 721 - Psychiatric Social Workers

Unit 724 - Supervising Psychiatric Social Workers

3. Approve the accompanying successor MOUs for a two-year term ending September 30, 2015, for the following SEIU Local 721 bargaining units:

Unit 105 – Student Workers

Unit 111 - Clerical & Office Services Employees

Unit 112 - Supervising Clerical & Office Services

Unit 121 - Administrative Technical & Staff Personnel

Unit 122 - Supervising Administrative Technical & Staff Personnel

Unit 201 - Building Custodians & Services Employees

Unit 211 - Institutional Support Services Employees

Unit 221 - Paramedical Technical Employees

Unit 222 - Supervising Paramedical Health Employees

Unit 311 - Registered Nurses

Unit 312 - Supervisory Registered Nurses

Unit 341 - Health Science Professionals

Unit 342 - Supervising Health Service Professionals

Unit 431 - Artisan & Blue Collar Employees

Unit 432 - Supervising Artisan & Blue Collar Employees

Unit 702 – Supervising Deputy Probation Officers

Unit 711 – Social Workers

Unit 722 - Medical Social Workers

Unit 723 – Children's Social Workers

Unit 729 - Health Financial Support Services

Unit 731 - Social Services Investigators

Unit 732 - Supervising Social Service Investigators

Unit 777 – Supervising Social Workers

Unit 811 - Librarians

4. Adopt the accompanying ordinance Title 5 and Title 6 of the Los Angeles County Code to implement the changes recommended herein.

5. Instruct the Auditor-Controller to make payroll system changes necessary to implement the recommendations contained herein.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Negotiated Fringe Benefit Changes:

We have recently concluded negotiations and are submitting successor Fringe Benefit MOUs with the CCU and SEIU Local 721 for a two-year term ending September 30, 2015, for the Board's approval. These agreements and corresponding modifications to the County Code provide for previously approved changes in cafeteria plan contributions and subsidies, a one-time bonus, and a change in the rules related to the use of health care spending accounts.

Cafeteria Plan Contribution Adjustment:

The County cafeteria plan contribution is being increased by 7.2% per year in plan years 2014 and 2015 to help defray the added costs of health insurance premiums for represented employees. These increased contribution rates were previously approved by the Board on December 17, 2013, effective with the January 15, 2014, payday.

Deferred Compensation and Thrift Plan (Horizons 457 Plan) – Maximum Cap:

The County will increase the matching contribution cap from \$112 million per fiscal year (FY 2008-09 level) for Options and Choices employees who participate in the Horizons Plan. The increase will occur as follows: FY 2013-14 - \$121 million cap; FY 2014-15 - \$130 million cap; and FY 2015-16 – no cap so that there will be a full County match for the entire fiscal year.

\$500 Cash Bonus:

Full-time permanent employees will receive an ad hoc \$500 bonus payable in two \$250 installments via their cafeteria benefit plans. Specifically, those who receive taxable cash will receive an increase on this portion on their March 28, 2014, and July 30, 2014, paychecks. For employees who do not receive taxable cash, but have a pre-tax benefits deduction instead, this cash bonus will offset their deduction.

Temporary and part-time employees will receive two installments of \$125 for a total of \$250 in 2014. This bonus will be added to their Pension Savings Plan contribution and will be subject to IRS contribution limits.

Modification of the Health Care Spending Accounts:

Due to changes in federal tax law governing the “use-it-or lose it” provisions for Health Care Spending Accounts, plan participants may now roll over up to \$500 of unused funds at the end of the plan year to the next calendar year.

Successor MOU Amendments – CCU and SEIU Local 721 Bargaining Units:

We have reached an agreement with the bargaining units represented by the CCU and SEIU Local 721. We are requesting your approval of the successor MOUs which provide for a two-year term ending September 30, 2015, with general salary increases as follows:

CCU Unit 411 - Building Trades & Skilled Craftsmen and
CCU Unit 412 - Supervisory Building & Construction Trades and Operating Engineers

8 levels (approximately 2%) effective October 10, 2013
8 levels (approximately 2%) effective October 1, 2014
8 levels (approximately 2%) effective April 1, 2015

CCU Unit 721 – Psychiatric Social Workers
CCU Unit 724 – Supervising Psychiatric Social Workers

8 levels (approximately 2%) effective October 1, 2013
8 levels (approximately 2%) effective October 1, 2014
8 levels (approximately 2%) effective April 1, 2015

SEIU Local 721 Unit 702 – Supervising Deputy Probation Officers

8 levels (approximately 2%) effective July 1, 2013
8 levels (approximately 2%) effective July 1, 2014
8 levels (approximately 2%) effective January 1, 2015

• Note: Historically and by MOU provision, the salary adjustments for this bargaining unit follow that of the base unit, AFSCME Local 685 and other safety units.

SEIU Local 721 – All Remaining Bargaining Units:

8 levels (approximately 2%) effective December 13, 2013
8 levels (approximately 2%) effective October 1, 2014
8 levels (approximately 2%) effective February 1, 2015

Non-Represented Employees:

In conjunction with the increases in the County contribution and subsidies to the cafeteria plans for represented employees, the Board previously approved comparable adjustments in the medical premiums for Flex and MegaFlex employees on December 17, 2013. Similarly, general salary movement for non-represented employees was previously approved by the Board on September 24, 2013.

Considering that the Fringe Benefit Agreements for CCU and SEIU provide for a cash bonus of \$500 in 2014, it would be appropriate to extend similar economic adjustments to the non-represented employees. Accordingly, we are recommending a cash bonus in two installments of \$250 be added to the Flex and MegaFlex full-time participants by increasing the taxable cash in their cafeteria plan on the March 28, 2014 and July 30, 2014 paydays. In addition, non-represented temporary and part-time employees will receive two installments of \$125 for a total of \$250 in 2014 added to their Pension Savings Plan contribution.

Technical Correction:

Since the effective dates for salary movement for represented and non-represented nursing classifications differ, we have revised the Registered Nursing Schedule in the County Code (Tables D, E, and F) to clarify applicability to non-represented nursing classifications only.

Implementation of Strategic Plan Goals

The actions recommended in this letter promote the County's Strategic Plan Goal of Fiscal Sustainability by providing for a wage and benefit structure in a financially responsible manner.

Strategic Asset Management Principles Compliance

The salary increases, and the other economic adjustments and increases in the matching contribution cap for the Horizons Plan contained herein are within the parameters established by the Board and have been included in the County Budget for Fiscal Year 2013-2014. The County's pension actuary, Buck Consultants, has advised that the proposed salary adjustments do not exceed the increase in payrolls assumed in the current actuarial valuation of the retirement plans.

Therefore, there will be no negative impact on the funded status of the retirement system.

FISCAL IMPACT/FINANCING

The salary cost of living increases for the term of the aforementioned contract have been factored into the County budget for FY 2013-2014.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The accompanying successor MOUS and Ordinance have been approved as to form by the County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a large, stylized flourish that resembles a heart or a large 'O' with a horizontal line extending to the right.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:JA:RM
MK:VH:LS:rld

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller

MEMORANDUM OF UNDERSTANDING
FOR SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING
FRINGE BENEFITS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County")

AND

THE COALITION OF COUNTY UNIONS, AFL-CIO
(hereinafter referred to as the "Coalition").

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PREAMBLE

This agreement is entered into by and between the County of Los Angeles and the Los Angeles Coalition of County Unions, AFL-CIO, and defines certain fringe benefits to be applied to employees in units represented by certified employee organizations who are members of said Coalition and signatory to this agreement.

ARTICLE 1 NON-DISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, union affiliation, national origin, political or religious opinions or affiliations, handicapped status, or other factors not directly related to the successful performance of the job.

ARTICLE 2 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors:

1. Acts, by majority vote, formally to approve said Memorandum of Understanding;
2. Enacts necessary resolutions and amendments to County ordinances required to implement the full provisions of this Memorandum of Understanding;
3. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

If the parties do not mutually agree to implement appropriate provisions of the Memorandum not requiring approval by the Board of Supervisors, the negotiations shall resume upon the request of either party.

ARTICLE 3 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation, are fully met; but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 4 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from April 1, 2015, through April 30, 2015, its written request to commence negotiations.

Upon receipt of proposals, negotiations shall begin no later than May 1, 2015.

ARTICLE 5 RETIREMENT

Section 1.

The parties agree to recommend jointly to the County's Board of Supervisors that pursuant to Section 31581.1 of the California Government Code, said Board adopt a resolution that, effective July 1, 2008, and for the term of this agreement only, provides that the County shall pay to the Retirement Fund the amount necessary which, based on actuarial determination, is sufficient to fund the difference between:

The employee contributions that would be paid to said Retirement Fund during the term of this agreement if the employee contribution rates set forth in the Fringe Benefit MOU costs based on June 30, 2012, Actuarial Valuation dated March 28, 2013, by Milliman USA, were implemented, and

The employee contributions that would be paid to said Retirement Fund during the term of this agreement if the employee contribution rates set forth in Section 2 of this Article were implemented in lieu of the contribution rates set forth in said Fringe Benefit MOU costs based on the June 30, 2012, Actuarial Valuation.

Section 2.

The parties agree that, contingent upon action by the Board of Supervisors to adopt a resolution to implement the provisions of Section 1 of this Article, the negotiated employee

contribution rates for the term of this agreement for employees who entered the Los Angeles County Employees Retirement Association on and after January 4, 1982.

1. The negotiated employee contribution rates listed below shall apply to the retirement plan for employees who became General Members of the Los Angeles County Retirement Association on or before August 31, 1977, (hereinafter referred to a Plan A for General Members):

GENERAL MEMBERS – RETIREMENT PLAN A

Negotiated Employee Contribution Rates
Effective July 1, 2013

<u>NEAREST YEAR OF AGE AT MEMBERSHIP</u>	<u>EMPLOYEE CONTRIBUTION RATE</u>
16	4.13%
17	4.19%
18	4.22%
19	4.28%
20	4.33%
21	4.37%
22	4.43%
23	4.49%
24	4.57%
25	4.59%
26	4.69%
27	4.77%
28	4.89%
29	4.97%
30	5.08%
31	5.23%
32	5.32%
33	5.47%
34	5.63%
35	5.81%
36	5.98%
37	6.15%
38	6.35%
39	6.53%
40	6.71%
41	6.91%
42	7.11%
43	7.33%
44	7.49%
45	7.69%
46	7.89%
47	8.06%
48	8.26%
49	8.37%

50	8.45%
51 & above	8.50%

2. The negotiated employee contribution rates listed below shall apply to the retirement plan for employees who became General Members of the Los Angeles County Employees Retirement Association between September 1, 1977, and September 30, 1978, (hereinafter referred to as Plan B for General Members):

GENERAL MEMBERS – RETIREMENT PLAN B

Negotiated Employee Contribution Rates
Effective July 1, 2013

<u>NEAREST YEAR OF AGE AT MEMBERSHIP</u>	<u>EMPLOYEE CONTRIBUTION RATE</u>
16	6.00%
17	6.14%
18	6.26%
19	6.39%
20	6.53%
21	6.66%
22	6.80%
23	6.93%
24	7.08%
25	7.23%
26	7.37%
27	7.53%
28	7.68%
29	7.84%
30	8.01%
31	8.17%
32	8.35%
33	8.52%
34	8.70%
35	8.89%
36	9.08%
37	9.27%
38	9.46%
39	9.66%
40	9.85%
41	10.05%
42	10.25%
43	10.43%
44	10.61%
45	10.78%
46	10.95%
47	11.11%
48	11.27%

49	11.41%
50	11.50%
51 & above	11.55%

3. The negotiated employee contribution rates listed below shall apply to the retirement plan for employees who became Safety Members of the Los Angeles County Employees Retirement Association on or before August 31, 1977, (hereinafter referred to as Plan A for Safety Members):

SAFETY MEMBERS – RETIREMENT PLAN A
 Negotiated Employee Contribution Rates
 Effective July 1, 2013

<u>NEAREST YEAR OF AGE AT MEMBERSHIP</u>	<u>EMPLOYEE CONTRIBUTION RATE</u>
18	7.62%
19	7.65%
20	7.65%
21	7.70%
22	7.83%
23	7.95%
24	8.06%
25	8.23%
26	8.36%
27	8.50%
28	8.69%
29	8.88%
30	9.08%
31	9.27%
32	9.48%
33	9.69%
34	9.92%
35	10.15%
36	10.37%
37	10.60%
38	10.79%
39	10.96%
40	11.15%
41	11.35%
42	11.49%
43	11.65%
44	11.79%
45	11.89%
46 & above	11.95%

4. The negotiated employee contribution rates listed below shall apply to the retirement plan for employees who became Safety Members of the Los Angeles County Employees Retirement Association on or after September 1, 1977, (hereinafter referred to as Plan B for Safety Members):

SAFETY MEMBERS – RETIREMENT PLAN B
 Negotiated Employee Contribution Rates
 Effective July 1, 2013

<u>NEAREST YEAR OF AGE AT MEMBERSHIP</u>	<u>EMPLOYEE CONTRIBUTION RATE</u>
18	6.55%
19	6.73%
20	6.91%
21	7.09%
22	7.29%
23	7.48%
24	7.68%
25	7.87%
26	8.08%
27	8.29%
28	8.51%
29	8.73%
30	8.95%
31	9.18%
32	9.42%
33	9.66%
34	9.92%
35	10.18%
36	10.44%
37	10.70%
38	10.95%
39	11.18%
40	11.42%
41	11.65%
42	11.87%
43	12.06%
44	12.25%
45	12.38%
46 & above	12.45%

Section 3

The parties further agree that, for the term of this agreement, the employee contribution rates listed below shall apply to the retirement plan for employees who became General Members of the Los Angeles County Employees Retirement Association between October 1, 1978, and May 31, 1979, and to the retirement plan for employees who became General Members of said Retirement Association on or after June 1, 1979 (hereinafter referred to as Plans C and D for General Members, respectively); provided, however, such contribution rates shall not apply to employees who are covered by Plan E.

GENERAL MEMBERS – RETIREMENT PLAN C

Negotiated Employee Contribution Rates
Effective July 1, 2013

<u>NEAREST YEAR OF AGE AT MEMBERSHIP</u>	<u>EMPLOYEE CONTRIBUTION RATE</u>
16	5.15%
17	5.26%
18	5.38%
19	5.49%
20	5.60%
21	5.71%
22	5.83%
23	5.96%
24	6.08%
25	6.20%
26	6.33%
27	6.46%
28	6.60%
29	6.74%
30	6.87%
31	7.01%
32	7.16%
33	7.31%
34	7.46%
35	7.62%
36	7.78%
37	7.94%
38	8.10%
39	8.27%
40	8.46%
41	8.63%
42	8.82%
43	9.00%
44	9.19%
45	9.38%
46	9.56%
47	9.75%
48	9.92%
49	10.09%

50	10.25%
51	10.42%
52	10.58%
53	10.73%
54	10.85%
55	10.94%
56 & above	10.99%

GENERAL MEMBERS – RETIREMENT PLAN D
 Negotiated Employee Contribution Rates
 Effective July 1, 2013

<u>NEAREST YEAR OF AGE AT MEMBERSHIP</u>	<u>EMPLOYEE CONTRIBUTION RATE</u>
16	5.06%
17	5.17%
18	5.28%
19	5.39%
20	5.50%
21	5.61%
22	5.73%
23	5.85%
24	5.97%
25	6.09%
26	6.21%
27	6.35%
28	6.48%
29	6.62%
30	6.75%
31	6.88%
32	7.03%
33	7.17%
34	7.32%
35	7.48%
36	7.64%
37	7.79%
38	7.95%
39	8.12%
40	8.31%
41	8.48%
42	8.66%
43	8.84%
44	9.02%
45	9.21%
46	9.39%
47	9.57%
48	9.74%
49	9.91%

50	10.07%
51	10.23%
52	10.38%
53	10.53%
54	10.65%
55	10.74%
56 & above	10.79%

Section 4

The parties agree that General Members in Plans A, B, or C may not transfer to Plan E during the term of this agreement. General Members in Plan E may transfer to Plan D, and General Members in Plan D may transfer to Plan E during the term of this agreement. Since Plan E closed to new LACERA members effective November 27, 2012, it is not available for transfer to General Members in Plan G.

Section 5.

The parties mutually agree that the retirement program shall be continued so that retirement contributions meet the conditions set forth in Section 414(h)(2) of the Internal Revenue Code as presently codified.

Section 6.

In the event of future actuarial valuations and corresponding increases in contribution rates, the County shall negotiate with the Coalition prior to implementing any increase in employee contribution rates.

Section 7.

The parties agree to recommend to the Board of Supervisors the following with regard to retirement plan coverage for newly hired General and Safety Members:

- a) Each newly hired employee shall become a member of General Plan G or Safety Plan C, effective the first day of the month following the date of hire with the following exceptions: 1) Deferred member of LACERA prior to January 1, 2013 who returns to active membership; 2) An individual who becomes a member on or after January 1, 2013 and establishes reciprocity based upon membership in a reciprocal system on or before December 31, 2012; or 3) A former member of LACERA who has redeposited the accumulated contributions he or she withdrew prior to January 1, 2013 along with the interest those contributions would have earned. Individuals who meet one of these exceptions are entitled to become a member of General Plan D or to restore to their former other contributory plan. Former vested Plan E members are entitled to become Plan E members.

- b) For purposes of this Section 7, a "newly hired employee" shall mean an employee appointed to a position which otherwise entitles the incumbent to coverage under General Plan G or Safety Plan C.

Section 8.

The parties agree that the County will not re-enter the Social Security Retirement System until and unless mandatory provisions of state or federal law require such action, or until

and unless provisions of state or federal law would penalize the County should the County fail to re-enter the system. The parties further agree to meet and confer on the integration of County retirement benefits with Social Security Retirement Benefits in the event of such state or federal legislation. The scope of such meet and confer process shall include all retirement benefits impacted by said re-entry into Social Security.

Section 8.

The parties agree that for the term of this agreement, a portion of the County contribution to the Choices Plan that may be taken as cash if the employee waives health insurance coverage (described in attachment A to this MOU) equal to \$244.00 is considered as earnings for retirement purposes for each employee for whom a contribution is made, whether the employee elects to take cash or not.

This Section shall not apply to persons hired on or after January 1, 1996. For such employees, no portion of the County contribution to the Choices Plan will be considered as earnings for retirement purposes.

Section 9

The County will provide LACERA survivor benefits for domestic partners as permitted by State Law.

Section 10.

The County will provide retiree health insurance for domestic partners and their minor children who receive survivor benefits under LACERA.

ARTICLE 6 LONG TERM DISABILITYSection 1.

The parties agree to recommend jointly to the County's Board of Supervisors that said Board adopt and implement through amendment to the County Code the following modifications to the County's Long Term Disability and Survivor Benefit Plan (LTD Plan) to be effective on the effective date of the amending ordinance:

- a) LTD benefits shall not be payable in any case where an employee has been absent from work for six months or more prior to the commencement of total disability; provided, however, that this exclusion shall not apply to any employee whose absence is due to an approved, nonmedical leave.
- b) Should the surviving spouse fail to cooperate with the County for a period of 90 days, the survivor benefit payable under the LTD Plan shall be payable to the surviving children of the deceased employee or deceased disability beneficiary who otherwise meets all eligibility requirements. In the event that the survivor benefit is paid to the surviving children, duplicate payment for the same eligibility period shall not subsequently be payable to a surviving spouse.
- c) Extend LTD Survivor Benefits to domestic partners. "Domestic Partner", for purposes of this Article, shall parallel the definition used by LACERA.

Section 2.

The parties agree to recommend that the Board of Supervisors amend the LTD plan to:

- provide a maximum 2% COLA for LTD disability cases commencing on or after January 1, 2001. The COLA would be based on the Consumer Price Index for all urban consumers for the Los Angeles/Riverside/Orange County area (1982-1984 base) for each calendar year, not to exceed 2% per year, commencing the first month following two years of LTD benefit payments.

- increase the survivor continuance benefit under the LTD plan to 55%, effective July 1, 2001.

Section 3

The LTD health program would apply to new disabilities incurred on or after January 1, 2015 for members of the CAPE Medical plans. Eligibility rules for employees enrolled in a county-sponsored plan, whether or not they choose CAPE medical plan, will not change.

The LTD Health Insurance program provides guaranteed access to County-sponsored group health insurance for individuals currently enrolled in a health insurance plan and receiving LTD benefits. All eligible LTD participants, otherwise eligible to receive LTD benefits, will receive health insurance protection at no cost to the participant. Under this health insurance protection program, the employee would pay 25% of the monthly medical plan premium while receiving LTD benefits, and the County would pay the remaining 75%

from the LTD Health Trust fund. No person shall be excluded from participating in a County-sponsored group health insurance plan solely by virtue of being an LTD Health Plan beneficiary.

Beginning January 1, 2008, employees can elect to “buy-up” 100% LTD Health Insurance subsidy at a cost to the employee to be determined each year by the County. The monthly premium will raise sufficient revenue to fund the program as determined by the County of Los Angeles. Under this optional coverage, the County would pay 100% of the monthly medical plan premium while the employee is receiving LTD benefits.

After two years, LTD recipients who are participants in a contributory retirement plan (i.e. Retirement Plan A, B, C or D) must apply for disability retirement benefits with LACERA. Failure to make such application will result in the cessation of LTD benefits. In the event the employee becomes eligible to receive retiree health insurance coverage with LACERA, LTD Health benefits will cease. The new program would apply only to new disabilities incurred on or after January 1, 2008 and would not apply to employees currently disabled or in the qualifying six month waiting period. Coverage would become effective for those employees after returning to work for a period of six months or more. Employees who do not elect the 100% Optional Coverage would be barred from enrolling in it for two years following that decision.

Beginning on January 1, 2005, LTD Health Insurance will be extended to the survivor (including a domestic partner) of an employee who is participating in the LTD health

insurance protection program, provided that the survivor was listed as an eligible dependent on record prior to the onset of disability.

The definition of “domestic partner” for this purpose will parallel the definition used by LACERA.

Subject to negotiations, the County reserves the right to protect the financial integrity of the LTD Health Plan through design changes, changes in employee funding requirement, or other measures. This program will sunset with the termination of the CCU fringe benefit MOU unless continuation of the program is specifically agreed to in a successor MOU.

ARTICLE 7 INJURY LEAVE

Section 1.

The parties agree that the benefits for persons injured in the course of employment who are not covered by Section 4850 of the Labor Code shall be those set forth in Section 6.20.070 of the County Code and that such benefits shall provide for the following:

- A. The sum of benefits prescribed by the Worker's Compensation Laws of the State of California plus benefits provided by said Section 6.20.070 and earnings from other employment shall equal 70% of an employee's base salary for a period not to exceed one year from the date of injury or the length of his/her continuous service prior to the date of injury, whichever is less. In no event, however, shall an employee receive less than the benefits required under the law.

- B. If an employee charges an absence due to work-related injury to full-pay sick leave, vacation, accumulated overtime, or accumulated holiday time pending a determination as to the compensability of said injury, he/she shall, in the event said injury is determined to be compensable, be entitled to have 70% of such benefits restored. The remaining 30% having been used to provide a higher benefit than is authorized for injury leave shall not be restored. For purposes of this Section, restorable time shall be calculated to the nearest 15-minute increment.

- C. From the time an injury is determined to be compensable until either one year from the date of injury, or the length of the employee's continuous service prior to the date of injury, whichever is less, an employee may not use any other leave benefits to supplement benefits described in this Article.

- D. Nothing herein shall prevent an employee from using leave benefits to supplement Workers' Compensation benefits available after one year from the date of injury, or the length of his/her continuous service prior to the date of injury, whichever is less.

Section 2.

Notwithstanding paragraph (A) of this Article, the parties agree that any person employed on a daily recurrent basis as an Ocean Lifeguard (Item No. 2923E) or on an hourly recurrent basis as a Lake Lifeguard, Parks and Recreation (Item No. 2948H) shall be entitled to receive the benefits set forth in paragraph (A) for a period not to exceed one year from the date of injury or a period equal to the employee's cumulative active service performed on or after July 1, 1985, whichever is less.

ARTICLE 8 THE CHOICES PLAN

Section 1.

The parties agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to the County Code that the Choices Plan be continued during the period January 1, 2014, through December 31, 2015, as set forth in Attachment A.

Section 2.

The parties further agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to the County Code that the County contribution toward health insurance for certain temporary and recurrent employees who are not eligible for the Choices Plan be continued during the period January 1, 2014, through December 31, 2015, as set forth in Attachment B.

Section 3.

The Labor and Management Committee which jointly administers the benefits provided to employees through the Choices Benefit Plan (Plan) shall be known as the Employee Benefits Administration Committee (Committee).

The Employee Benefits Administration Committee shall be comprised of five Labor Representatives designated by the Coalition of County Unions and five Management Representatives designated by the Chief Executive Officer.

The Committee shall have the authority, subject to CEO and Board of Supervisors approval when required, to:

- a) Develop its own internal procedures, including the scheduling of meetings and reports of contacts with insurance carriers.
- b) Negotiate with carriers of County-sponsored Choices insurance plans regarding premium rates and benefit plan design for all benefits provided to employees under the Choices Plan. In addition, during 1999, the parties agree that EBAC will develop strategies to mitigate future health insurance premium increases.
- c) Review utilization and claims experience of all County-sponsored Choices benefit plans, which may require access to all relevant reports, and face to face discussions with both providers and the appropriate agencies. This does not preclude the Committee from requesting similar information for other plans.
- d) Engage its own consultant. If it does, the cost of such consultant shall be negotiated by the County and the Coalition.
- e) Recommend to the CEO which County-sponsored benefit options, plans, and plan carriers will be offered through the Choices plan.

Members may use their individual resources to analyze, research, and develop recommendations to the Committee regarding new benefit plan options.

EBAC shall develop and have responsibility for administering a communications program to educate employees about utilization of the County-sponsored health plans.

Retiree Health Committee

Thirty days following Board approval of the Coalition of County Union's Fringe Benefit MOU. EBAC will meet to develop and make joint labor-management advisory recommendations to mitigate and control the cost of future retiree health insurance. The recommendations shall be submitted to the CEO no later than July 1, 2007. The CEO shall review the Committee's recommendations and prepare an analysis and report to the Board of Supervisors for review and consideration.

Coalition of County Unions (CCU) reserves its right to negotiate with the County any Retiree Health recommendation that affects wages, hours, and other terms and conditions of employment.

Plan Design Changes

The parties further agree to meet during 2007 to develop additional plan design changes for Kaiser and Cigna for plan years 2008 and 2009. If the parties cannot reach agreement by July 1, 2007, for plan 2008, or July 1, 2008, for plan year 2009, default minimum plan

design changes equivalent to other represented County-sponsored health plans shall be implemented for 2008 and 2009.

The Coalition of County Unions and the County adopts and incorporates by reference herein the Cost Mitigation Goals and Objectives dated December 14, 2006.

EBAC shall use the Cost Mitigation Goals and Objectives as a guideline in the development and design of benefit plans.

Public Works

<u>Site</u>	<u>Property No.</u>	<u>Rate Effective 10/01/06</u>
San Gabriel Dam	717	94.77
San Gabriel Dam	735	94.77
San Gabriel Dam	315	89.72
Big Dalton Dam	769	106.34
Pacoima Dam	251	89.72
Pacoima Dam	553	89.72
Big Tujunga Dam	339	81.43
Big Tujunga Dam	689	89.72
Santa Anita Dam	303	83.07
Devil's Gate Dam	506	112.99
Morris Dam		94.77

Address:

<u>Site</u>	<u>Rate Effective 10/01/06</u>
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Department of Parks and Recreation

1418 Descanso Drive, La Canada 91001	220.50
5441 Palm, La Canada	143.51

Department of Parks & Recreation

Vasquez Rocks 10700 W. Escondido Cyn. Rd., Agua Dulce	231.53
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Address:

<u>Site</u>	Rate Effective <u>10/01/06</u>
<u>Internal Services Department</u>	
12441 Osborne Street, Pacoima	151.04

Address:

Public Works

14765 E. Ramona Blvd., Baldwin Park	82.25
5550 W. 83rd Street, Los Angeles	91.40
Mt. Wilson	45.68

ARTICLE 10

BILINGUAL PAY

The parties agree to recommend to the County's Board of Supervisors that said Board increase the additional compensation which may be received, if all the conditions enumerated in Section 6.10.140 of said code are met from \$80.00 per month (\$40.00 per pay period) to \$100.00 per month, (\$50.00 per pay period) effective January 1, 2001.

The parties further agree to recommend to the County's Board of Supervisors that effective January 1, 1992, said Board adopt and implement through amendment to County Code Section 6.10.140 that temporary and recurrent employees who meet the conditions stated in said County Code shall be eligible to receive bilingual pay.

ARTICLE 11

PAY DAYS

The parties agree that employees will be paid base pay, bonuses, overtime, and any other compensation on a semi-monthly basis. Employees will be paid on the thirtieth day of the month for services rendered from the first day through the fifteenth day of the month, and on the fifteenth day of the succeeding month for services rendered from the sixteenth day through the last day of the month. Employees will be paid on the last day of February for services rendered from the first day through the fifteenth day of February. If a day to be paid falls on a Saturday, Sunday, or a holiday, the payday will be the immediately preceding regular workday.

ARTICLE 12 SICK LEAVE

Section 1.

Effective with the pay period ending April 15, 2012, the Sick Leave Pay Period Accrual Rate shall be as follows:

Rule 1. For employees authorized 64 or 80 hours of Sick Leave per calendar year and assigned to a 40-hour workweek, the Sick Leave Pay Period Accrual Rate shall be four hours and 21 minutes (4:21) per pay period.

Rule 2. For employees authorized 64 hours of Sick Leave per calendar year and assigned to a 56-hour workweek, the Sick Leave Pay Period Accrual Rate shall be six hours and 32 minutes (6:32) per pay period.

Rule 3. For employees authorized 96 hours of Sick Leave per calendar year and assigned to a 40-hour workweek, the Sick Leave Pay Period Accrual Rate shall be four hours and 21 minutes (4:21) per pay period.

Rule 4. For employees authorized 96 hours of Sick Leave per calendar year and assigned to a 56-hour workweek, the Sick Leave Pay Period Accrual rate shall be six hours and 32 minutes (6:32) per pay period.

The aforementioned rates replace the accrual methods formerly utilized under the Countywide Timekeeping and Personnel Payroll System (CWTAPPS). Retroactive adjustments which encompass pay periods prior to the pay period ending April 15, 2012 will be made using the rates formerly in effect under CWTAPPS.

All other provisions prior to eHR implementation and not related to accrual remain the same as described in Sections 6 and 7 of this Article.

Section 2.

The parties further agree to recommend jointly to the County's Board of Supervisors for adoption and implementation through amendment to said County Code that during the term of this agreement only, full-time, permanent employees may be paid for unused full pay sick leave as follows:

- a) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from July 1, 2013, through December 31, 2013, and if, by December 31, 2013, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on December 31, 2013.

- b) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from January 1, 2014, through June 30, 2014, and if, by June 30, 2014, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on June 30, 2014.

- c) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from July 1, 2010, through December 31, 2014, and if, by December 31, 2014, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on December 31, 2014.

- d) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from January 1, 2015, through June 30, 2015, and if, by June 30, 2015, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on June 30, 2015.

- e) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from July 1, 2015, through December 31, 2015, and if, by December 31, 2015, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on December 31, 2015.

Further, an employee who elects to receive payment for unused sick leave as provided in this Article, shall make his/her election known in a manner prescribed by management within one month following the date said employee qualifies for said payment.

Section 3.

For purposes of this Article, a day of full-pay sick leave shall be defined as:

- a) Eight (8) hours for persons employed on a forty (40) hour per week basis.
- b) A pro rata portion of eight (8) hours in the case of one-half time or more permanent employees.
- c) Twelve (12) hours for persons employed on a fifty-six (56) hour per week basis in the Probation Department, the Fire Protection Districts, and the Forester & Fire Warden's Department.

- d) Eleven (11) hours for all other persons employed on a fifty-six (56) hour per week basis.

Section 4.

The parties further agree to recommend to the County's Board of Supervisors that Section 6.20.040 of the County Code shall continue to provide part pay sick leave benefits based on length of service. Such benefits shall be at the rate of 65% and 50% pay and shall be available for use subject to the conditions and limitations set forth in said County Code.

Section 5.

Notwithstanding Sections 1 and 2 of the Article, the parties agree that any person employed on a daily recurrent basis as an Ocean Lifeguard (Item No. 2923E) or on an hourly recurrent basis as a Lake Lifeguard, Parks and Recreation (Item No. 2948H) or Senior Lake Lifeguard, Parks and Recreation (Item No. 2949H) shall earn and accrue full-pay sick leave at the rate of one day (8 hours) of full-pay sick leave for each 22 days (176 hours) of cumulative active service rendered on or after July 1, 1981, in the case of Ocean Lifeguards and July 1, 1985, in the case of Lake Lifeguards, Parks and Recreation and July 1, 1987, in the case of Senior Lake Lifeguards, Parks and Recreation. The parties further agree that any such person who is reinstated pursuant to Civil Service Rules following a release from recurrent status shall be entitled to have restored to him/her any previously earned and unused full-pay sick leave; provided, however, that such leave shall otherwise be deemed available for use in accordance with the same conditions and limitations that affect full-pay sick leave benefits earned and accrued by other eligible employees.

Section 6.

Notwithstanding the provisions of Section 1 above, full pay sick leave was formerly earned and accrued as follows:

Employees hired prior to July 1, 1986, shall, effective January 1, 1994, earn 0.050 of an hour of full pay sick leave (0.075 of an hour for employees working a 56 hour shift) for each qualifying hour of service during a pay period. Qualifying hours include all active service hours, but do not include regular days off or overtime. Full pay sick leave earned is available for use on the first day of the subsequent pay period. There is no change to the maximum number of days of full pay sick leave that may be earned each calendar year. Employees will no longer receive a lump of sick leave on January 1 of each calendar year.

Such employees will receive, on January 1, 1994, a number of days of special usage only sick leave on a one-time only basis. This number of days is equal to such employees' annual maximum number of full pay sick leave days. This special sick leave can be used only after all other full pay sick leave subject to 50% payoff at termination is used, (that sick Leave earned on or after January 1, 1971), but may be used before full pay sick leave subject to 100% payoff is used (that sick leave earned prior to January 1, 1971). This special sick leave is not paid off at termination. Upon termination, an employee who otherwise qualifies for payoff of unused full pay sick leave is, in addition to all previously accrued and unused full pay sick leave, paid off for 50% of his or her current annual maximum number of sick leave days less any full pay sick leave taken in the year of termination.

Employees hired on or after July 1, 1986, shall, effective upon the implementation of phase 2 of the County-wide Timekeeping and Payroll-Personnel System (CWTAPPS) earn 0.050 of an hour (0.075 of an hour for employees working a 56 hour shift) for each qualifying hour of service worked during a pay period. Full pay sick leave earned is available for use on the first day of the subsequent pay period. There is no change to the maximum number of days of full pay sick leave that may be earned each calendar year.

Section 7.

The parties acknowledge that the following modifications to the County's full-pay sick leave program were agreed to in the 1985-87 Fringe Benefit Memorandum of Understanding between the Coalition and the County and the parties agree that said modifications shall be continued during the term of this Memorandum of Understanding.

- a) Employees Hired Prior to July 1, 1986: Employees hired prior to July 1, 1986 who are otherwise eligible to earn sick leave benefits shall earn and accrue full-pay sick leave in accordance with the following:
 - 1) Effective January 1, 1986, each eligible employee with less than 12 months aggregate service shall earn one day of full-pay sick leave for each 30 cumulative days of "active service" commencing from the date of hire; provided, however, that such leave shall not be credited to the books until the first day of the month following the completion of said active service.

"Active service" shall mean (i) compensated service arising from continuous active on-the-job performance of an employee's assigned duties, and/or (ii) any authorized paid leave of absence. In no event shall active service include any period during which an employee is receiving only those benefits authorized by the Workers' Compensation Laws of the State of California unless such benefits are authorized by Section 4850 of the California Labor Code.

- b) On the first of January following the completion of 12 months of continuous service, each eligible employee shall be credited with full-pay sick leave in accordance with the following table:

Number of Calendar Days of
Active Service Required

<u>Sick Leave Days Earned</u>	<u>Full-Pay Monthly Employees</u>	<u>Daily Employees</u>
1	30	21
2	60	42
3	90	64
4	120	85
5	150	107
6	180	128
7	210	150
8	240	171
9	270	192
10	300	214

11	330	235
12	358	255

The provisions of this subparagraph (2) shall (i) apply in lieu of the provisions of subparagraph (1) for employees with the requisite service, and (ii) apply to all full-pay sick leave that is earned and accrued on or after January 1, 1987, by such employees including full-pay sick leave that would otherwise have been earned and credited to the books on January 1, 1987, on the basis of qualifying service performed in calendar year 1986.

- c) Employees hired on or after July 1, 1986: Employees hired on or after July 1, 1986, who are otherwise eligible to earn sick leave benefits shall earn and accrue full-pay sick leave in accordance with the following:
 - 1) Subject to the limitations set forth in subparagraph (2) below, each eligible employee shall earn and accrue one day of full-pay sick leave for each calendar month in which he/she completes at least 16 days of active service (or 11 days of active service in the case of daily employees). Each day of earned full-pay sick leave shall be credited to the books on the first day of the calendar month following the month in which it was earned.

- 2) A sick leave anniversary date shall be established for each employee based on his/her date of hire. This shall be accomplished in identical fashion to the way each employee's vacation anniversary date is established (i.e., anniversary date falls on the first day of the month of hire if employee is hired between the 1st and 15th of the month or on the first day of the month following hire if employee is hired between the 16th and the end of the month). During the 12-month period preceding each anniversary date, no employee shall earn full-pay sick leave in amounts that exceed the amounts shown in the following table:

<u>Sick Leave Anniversary Date</u>	<u>Maximum Number of Full-Pay Sick Leave Days That May Be Earned During Preceding 12 Months</u>
1st	10
2nd	11
3rd	11
4th	11
5th and beyond	12

Section 8. Personal Leave

Beginning January 1, 2007 , employees may use up to 96 (ninety-six) working hours (up to 144 working hours for those employees employed on a 56-hour workweek) of accrued full-pay sick leave in any one calendar year for personal reasons pursuant to County Code Section 6.20.030 A(2).

It is understood and mutually agreed that all employees covered by this MOU shall be entitled to use all Sick Personal days provided for herein.

ARTICLE 13PAYING OFF TIME CERTIFICATE

After an employee leaves County service, he/she shall be paid for any unused and payable sick leave, accumulated holiday time, and vacation time at the workday rate of pay in effect on the employee's last day of County Service. Such payment shall be made in one lump sum payment within 30 days, without interest, or as soon as practicable, thereafter. Payment for accumulated overtime shall be made on the same basis.

Employees, other than those laid off due to a reduction in work force, who are later reemployed or reinstated by the County shall be considered new employees in all respects with regard to service, compensation, and benefits.

Any full-time, permanent employee who has at least six months continuous service and is laid off pursuant to Civil Service Rules with less than 10 business days' notice, shall be eligible to receive, at the employee's option, one-half of any earned base pay remaining on the books as of the employee's last day of County service. Upon the employee's request to the appointing authority, such payment shall be made within five (5) business days following the employee's last day of County service. The employee's departmental payroll Section shall submit the appropriate payroll information to the Auditor-Controller within two (2) business days from the date of the employee's request.

ARTICLE 14MEAL RATES

The parties agree to recommend jointly to the County's Board of Supervisors that said Board adopt and implement through amendment to the County Code the following meal rates to be paid by those persons who purchase meals in County institutions:

	<u>Effective 10/01/06</u>
Breakfast	\$2.00
Lunch	\$2.50
Dinner	\$3.00

All employees who are currently provided free meals by the County shall continue to receive free meals for the term of the Memorandum of Understanding.

ARTICLE 15VACATIONSection 1.

Effective with the implementation of Phase 3 of eHR for the pay period ending April 15, 2012, vacation shall be earned and accrued on a pay period basis for each qualifying hour of service. Qualifying hours include all active service hours, but do not include regular days off or overtime. Annual calendar year maximums remain the same as before the implementation of eHR. Employees will also accrue the higher rate and additional hours of vacation to which the employee is entitled as a result of his/her length of service on his/her respective anniversary hire date.

Vacation will be accrued according to the following eHR rates instead of the CWTAPPS rates previously in effect:

Table 1. Vacation Accrual Rates for 40 hour Employees

Vacation Years of Service	Vacation Pay Period Accrual Rate (hours:minutes)	Maximum Hours
Less than 4 years	3:35	80
4 to less than 9 years	5:14	120
9 to less than 10 years	5:35	128
10 to less than 11 years	5:55	136
11 to less than 12 years	6:16	144
12 to less than 13 years	6:37	152
13 years or more	6:58	160

Table 2. Vacation Accrual Rates for Probation 56-hour Employees

Vacation Years of Service	Vacation Pay Period Accrual Rate (hours:minutes)	Maximum Hours
0 to less than 4 years	4:58	112
4 to less than 9 years	7:19	168
9 to less than 11 years	8:22	192
11 to less than 13 years	9:24	216
13 years or more	9:45	224

Table 3. Vacation Accrual Rates for Fire Department 56 hour Employees

Vacation Years of Service	Vacation Pay Period Accrual Rate (hours:minutes)	Maximum Hours
0 to less than 4 years	6:32	144
4 to less than 10 years	8:27	192
10 to less than 12 years	9:40	216
12 years or more	10:46	240

Retroactive adjustments which encompass pay periods prior to the pay period ending April 15, 2012 will be made using the rates in effect under CWTAPPS.

Prior to the implementation of eHR Phase 3, vacation was earned and accrued under CWTAPPS as described below:

Each employee otherwise eligible to receive paid vacation shall be credited with that amount of time earned since the employee's last vacation anniversary date. The only exception to this March 1, 1993, posting is for new employees who have not completed

one year's service. For such employees, the pro-rata share of vacation will be posted as reserve time and not be available for use until the employee completes one year. At that time, all the March 1, 1993, time plus accrued time since March 1, 1993, will be available for use. Subsequently, such employee will accrue additional vacation each pay period based on the accrual tables listed below for each qualifying hour of service. Qualifying hours include all active service hours, but do not include regular days off or overtime. Annual calendar year maximums remain the same as before implementation of CWTAPPS.

Table 1a. Vacation for 40 hour employees:

<u>Years of Service</u>	<u>Vacation Accrual Rate</u>	<u>Maximum Hours</u>
0-4 years	0.041	80
4-9 years	0.060	120
9-10 years	0.064	128
10-11 years	0.068	136
11-12 years	0.072	144
12-13 years	0.076	152
13 years or more	0.080	160

Table 2a. Vacation for 56 hour Probation employees:

<u>Years of Service</u>	<u>Vacation Accrual Rate</u>	<u>Maximum Hours</u>
0-4 years	0.057	112
4-9 years	0.084	168
9-11 years	0.096	192
11-13 years	0.108	216
13 years or more	0.112	224

Table 3a. Vacation for Fire Department 56 hour employees:

<u>Years of Service</u>	<u>Vacation Accrual Rate</u>	<u>Maximum Hours</u>
0-4 years	0.075	144
4-10 years	0.097	192
10-12 years	0.111	216
12 years or more	0.122	240

Section 2.

Effective with the implementation of Phase 3 of eHR for the pay period ending April 15, 2012 and at the end of each calendar year thereafter, an employee shall be compensated for accumulated Vacation time which, in the aggregate, is in excess of 480 hours. Such excess Vacation time shall be paid at the employee's workday rate of pay in effect on the last day of the calendar year.

Section 3.

Nothing in this Article diminishes the department head's authority to grant, schedule, and defer vacation time.

ARTICLE 16

BEREAVEMENT LEAVE

Section 1.

The parties agree to recommend to the County's Board of Supervisors that bereavement leave shall be as defined and provided for in the County Code in the event of death of father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, husband, wife, child, stepchild, grandfather, grandmother, grandchild or domestic partner, and domestic partner's father, mother, stepfather, stepmother, child, stepchild, and grandchild.

The parties further agree that if an employee is required to travel a minimum of 1500 miles one way, he or she shall be eligible to receive 2 additional working days of bereavement leave. Effective January 1, 1999, if an employee is required to travel a minimum of 500 miles one way, he or she shall be eligible to receive 2 additional working days of bereavement leave. In addition, the employee shall be allowed use of other paid or unpaid leave if one-way travel over 500 miles is required.

ARTICLE 17HOLIDAYSSection 1.

The parties jointly agree to recommend to the County's Board of Supervisors for adoption and implementation through amendment to the County Code that the following dates be observed as holidays during the term of this agreement:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas	December 25

Section 2.

In the event an employee covered by this agreement is scheduled to work a named holiday on or after January 1, 1996, such holiday may be accrued and taken off at a time chosen by the employee, subject to the approval of management. All unused holiday time, not taken after two years from the date of the individual holiday, may be paid at the employee's current rate at the option of management. All accrued holiday time shall be paid at the employee's current rate when the employee separates from County service.

ARTICLE 18

DEFERRED COMPENSATION AND THRIFT PLAN

Section 1.

The parties have mutually agreed to the provisions of the Deferred Compensation and Thrift Plan (“Plan”), also known as Horizons, which is fully set forth in Chapter 5.25 of the County of Los Angeles Code as it was restated on August 19, 2003. With respect to employees covered by this Memorandum of Understanding, the Plan provides benefits mutually agreed upon by the parties. The parties intend that Horizons shall operate as an eligible deferred compensation plan pursuant to Section 457 of the Internal Revenue Code and other applicable laws.

Section 2.

The parties further agree on the following matters which provide operational details concerning Plan operation, or are related to the Plan but are outside the scope of its provisions:

- A. The provisions of Chapter 5.25 are not subject to the Grievance Procedure set forth in Article 26 of this MOU,

- B. The monthly matching contributions provided in Section 5.25.050 of the Plan, beginning on January 1, 2001, shall be dollar-for-dollar to a maximum of 4% of the participant’s compensation, as defined in the Plan.

- C. As set forth in Section 5.25.050 of the Plan, this Memorandum of Understanding provides for a dollar cap on matching County contributions and said cap establishes an annual expenditure limit that operates on a July 1 to June 30 cycle as set forth below:

The General County plus special fund and special district contributions provided by the Plan for represented employees shall not exceed \$121 million for fiscal year 2013/2014 and \$130 million for fiscal year 2014/2015. Any unspent monies will be carried over to the next fiscal year. Beginning July 1, 2015 there will be no cap on the County Contribution.

- D. To the extent that employees represented Coalition of County Unions are impacted, the termination of the Horizons Plan or the amendment of any Plan provisions that are subject to negotiation shall be negotiated between the parties.
- E. In the event that the County is mandated by Federal or State law to re-enter the Social Security system during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such mandate on the matching contributions of the employees represented by Coalition of County Unions be covered by Social Security.

F. In the event that applicable law is changed to require the Plan be terminated or merged into another form of deferred compensation program during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such termination or merger on Plan participants who are Coalition of County Unions.

Section 3.

It is agreed between the parties that any conflict between this Article and the Horizons Plan provisions of the County Code be resolved in favor of the Memorandum of Understanding provisions.

ARTICLE 19

WELLNESS

The parties agree that during the term of this Memorandum of Understanding they will actively cooperate in developing an employee wellness program. Said program shall include but not be limited to: smoking cessation, weight control, stress management, and diet control. Further, the parties agree that such a program shall be the responsibility of the Joint Labor-Management Advisory Committee on Productivity Enhancement (Committee), and that the County will absorb any ISD cost involved in the conduct of health fairs sponsored by the Committee.

ARTICLE 20

JOINT LABOR-MANAGEMENT ADVISORY COMMITTEE
ON PRODUCTIVITY ENHANCEMENT

The parties agree to recommend to the County's Board of Supervisors that the Advisory Committee on Productivity Enhancement established by said Board of Supervisors continue to function during the term of this agreement.

ARTICLE 21 SOCIAL SECURITY RELATED ENHANCEMENT OF BENEFITS

Section 1.

The parties acknowledge that the items set forth below were negotiated and implemented as a result of the 1983 fringe benefit negotiations between the County and the Coalition:

An increase in the amount of the health insurance premium paid by the County

A County-administered savings plan for Retirement Plans A-E

Reopening of Retirement Plans D and E

The applicability of Internal Revenue Code Section 414(h)(2) to employee retirement contributions

Health insurance for retirees

A Long-Term Disability program for Retirement Plans A-D

Section 2.

Further, the parties acknowledge that the following items were negotiated during said 1983 fringe benefit negotiations:

Continuation of retirement subsidy through August 31, 1985

Life insurance and disability coverage

Survivor's benefits

Life insurance and supplements

Medicare

Continuation of dependency coverage in health insurance plans

Continuation of COLA levels for Retirement Plans A-D

Continuation of COLA levels for Plan E, LTD and survivors

Reverting to nonintegrated contribution rates in Retirement Plan A-D for employees impacted by Social Security withdrawal

Two-year early retirement credit

Parity of benefits for Retirement Plan D and E

Long-Term Disability

No Long-Term Disability offset

Elimination of 3-day injury leave waiting period

Complete restoration of injury leave benefits

Annual enrollment periods for County-sponsored health insurance plans

Continuation of health insurance coverage to employee during I.A. or extended sick leave

Payment of health insurance premium for laid-off employees

County-paid dental insurance coverage

Dental coverage to County employees regardless of status

Annual dental insurance enrollment

Enhancement of dental insurance to include orthodontic, prosthodontic, and cosmetic coverage

Full dental coverage for employees on I.A., sick leave, or lay off

Increases in sick leave accrual

Enhancements to sick leave

Section 3.

In the event Los Angeles County rejoins the Social Security System, the Retirement and Benefit enhancements program herein may be terminated by the Board of Supervisors.

LTD Program for Retirement Plans A-D

Tax-deferred contributions

Thrift Plan

Safety Net

Health insurance enhancements for retirees

The parties acknowledge and agree that the aforementioned items are Social Security related enhancement benefits which were negotiated at the Fringe Benefit Table as a result of combining the Social Security and the Fringe Benefit Tables.

Notwithstanding the foregoing, the parties agree that, in the event the County re-enters the Social Security System, there will be no change in the LTD Plan as it pertains to General Members in Retirement Plans A through D, tax deferred retirement contributions provided pursuant to Section 414(h)(2) of the Internal Revenue Code, the Thrift Plan, "Safety Net" benefits provided pursuant to Chapter 5.39 of the County Code, or health insurance for retirees until the parties have completed the meet and confer process regarding any proposed change.

ARTICLE 22OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither the Coalition or any of its organizations nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition, or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 23

AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his/her duly authorized representative [Address: 500 West Temple Street, Los Angeles, California 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. Coalition's principal authorized agent shall be the current Chairperson of the Coalition of County Unions, of the Department of Public Employee Unions, Los Angeles County Federation of Labor, AFL-CIO (Address: - 1100 Corporate Center Drive, Suite 201, Monterey Park, CA 91754, Telephone: (323) 261-3010) 2 Cupania Circle, Monterey Park, CA 91755, Telephone: (323) 213-4005).

ARTICLE 24PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State, and County laws and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or County rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, rule, or regulation, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 25

FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Where a Full Understanding, Modifications, Waiver Article is included in a separate Memorandum of Understanding applicable to a recognized employee representation unit, it shall apply to this Memorandum of Understanding.

ARTICLE 26

ARBITRATION OF GRIEVANCES

Wherever a provision for binding arbitration of grievances is included in the Grievance Procedure of a separate Memorandum of Understanding, it shall be applicable to the provisions of this Memorandum except any subject matter relating to County-sponsored employee group insurance plans that could impose on the carrier, the provider, or the County an obligation which would be in conflict with the applicable law and/or the contracts or service agreements between the County and the carrier or provider.

A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles of this agreement shall be entirely advisory in nature and shall not be binding upon any of the parties:

Non-Discrimination

Implementation

Term

Renegotiation

Authorized Agents

Provisions of Law

ARTICLE 27

CIVIC CENTER PARKING

Section 1.

Effective October 1, 1990, the County will begin to implement a fee for parking in all Civic Center parking lots. County employees assigned to the Civic Center area who are not mileage permittees will be charged a fee for parking in one of the County's Civic Center parking lots. The parking fees are as follows:

- Reserved spaces in the following lots shall be charged at \$155.00 per month plus the traffic mitigation allowance: Lots 18, 29, 10, 17 and 20A.

- Preferred Lots - \$50 per month plus the traffic mitigation allowance. This includes currently available Lots 10, 12, 17, 18 Upper and Lower, 20, 20A, and 29.

- General Lots - \$20 per month plus the traffic mitigation allowance. This includes currently available Lots 13, 15, and 21.

- Outlying Lots - \$0 charge to the employee over the transportation allowance and includes shuttle service. This includes currently available Lots 45 and 58.

Participation in the Plan shall entitle an eligible employee to park in a County parking lot if he/she has been assigned to do so by the department head and is required to use the traffic mitigation allowance toward payment of this parking fee.

Section 2.

To encourage County employees assigned to the Civic Center area who are not mileage permittees to use alternative means of transportation, the County will provide each such permanent County employee a monthly traffic mitigation allowance and begin deductions for a balance of parking fees which may be individually first reflected on their November 15, 1990 pay stub. The traffic mitigation allowance will be \$70.00 per month. The traffic mitigation allowance shall only be provided to day shift County employees who are not mileage permittees (see below). Non-day shift County employees may park for free and will not be entitled to the traffic mitigation allowance. Permanent County employees are those employees encumbering and holding the item letter designation of A, L, or N. The definition of a day shift for the purpose of this article only is a shift which begins at or after 6 A.M. or at or before 2 P.M. The definition of a non-day shift for the purpose of this article only is a shift which begins after 2 P.M. or before 6 A.M.

Temporary employees are not entitled to the traffic mitigation allowance. At the discretion of each department head, parking permits may be sold to temporary employees at the same cost as permanent employees.

Section 3.

The County of Los Angeles will advance to the Joint Labor Management Committee on Productivity Enhancement up to \$200,000.00 each year of the term of this agreement. These funds shall be used for the specific purpose of enhancing alternative transportation systems, such as shuttle services, van pools, car pools, bicycle parking, other transit services and guaranteed ride home services. This Labor Management Committee shall have supervisory responsibility over the Civic Center parking program and alternative transportation systems for Civic Center County Employees.

All revisions or enhancement proposals shall be submitted to this Labor Management Committee for approval and recommendation for implementation to the CEO. Expenditure approvals shall require the signatures of both the Chairman and Vice-Chairman of the Committee.

Section 4.

Mileage permittees will be provided free parking in Civic Center parking lots. Parking lot assignments will be determined by management, giving consideration to critical County functions.

When non-mileage permittees are ordered by management to occasionally use their automobiles during their course of employment, management shall reimburse them for Civic Center parking expenses.

Section 5.

County employees participating in departmental authorized double shifts or whose assigned work shifts start before 6 a.m. or after 2 p.m. will be entitled to free parking. These County employees are not entitled to the transportation allowance.

The definition of a double shift for the purpose of this article only is a shift wherein two employees work non-overlapping shifts sharing one office space and one parking space.

Section 6.

It is mutually understood that this Civic Center parking program and all the provisions set forth above shall be revenue neutral to the County of Los Angeles. Any surplus revenues generated by the program shall be used for enhancements of the program, as provided in Section 3, by the Joint Labor Management Committee on Productivity Enhancement. Nothing herein shall be construed as a guarantee to retain the above currently available parking lots or parking spaces for County employees.

Section 7.

The Labor Management Committee on Productivity Enhancement shall review on a case-by-case basis justifiable requests made by either the departments or employee organizations to change the application of this plan to groups of employees. The first group to be considered for free parking are those employees assigned Cold Plate and E Plate County vehicles.

Section 8.

Civic Center employees required to work on weekends shall enjoy free parking for the weekend days worked. Employees participating in rotational shifts in the Sheriff's Department assigned to a jail in the Civic Center are exempt from the traffic mitigation allowance and will receive free parking.

Section 9.

Notwithstanding the above, on or after June 30, 2001, the parties agree to meet and confer should management propose to discontinue the Civic Center Parking and Transportation Program during the term of this agreement.

Section 10

During the term of this MOU the parties agree to meet in a joint labor management forum to discuss commuting problems.

ARTICLE 28

PAID LEAVE FOR TEMPORARY EMPLOYEES

The parties agree to recommend jointly to the County's Board of Supervisors for adoption and amendment to the County Code that hourly temporary employees shall be eligible to receive paid leave in accordance with the following provisions:

- 1) Eligibility: Except as otherwise provided in this Article, any temporary employee subject to this Memorandum of Understanding who is employed exclusively on a hourly as-needed ("F" item), or hourly recurrent ("H" item) basis during the calendar years 2013-2015 shall be eligible for paid leave pursuant to this Article.

- 2) Earning And Accrual Of Leave: An eligible employee shall earn paid leave to a maximum of 24 hours per calendar year based on the total number of days worked during the year of eligibility, as shown below. For this purpose at least one hour of work per day shall constitute one day of work.

<u>Minimum Number of Days Worked</u>	<u>Amount of Paid Leave</u>
60 days	8 hours
100 days	16 hours
140 days	24 hours

Paid leave as shown above shall be credited to the employee on January 1 following the year in which it was earned.

- 3) Use Of Leave: Paid leave, in increments of 8 hours only, may be taken off, subject to prior approval of Management, or paid for at the employee's request during the calendar year in which it was credited to the employee, and shall not be carried over to any subsequent year.

- 4) Pay For Unused Leave: Unused credited leave shall be paid for under any one or more of the following conditions:
 - a. At the employee's request.

 - b. At the end of the calendar year in which it was credited to the employee.

 - c. At the employee's termination from County service.

Pay for unused leave shall be at the employee's work day rate in effect at the time of payment.

- 5) Exclusions: The provisions of this Article shall not apply to anyone employed on the following items:

<u>Item No.</u>	<u>Title</u>
2923E	Ocean Lifeguard
2948H	Lake Lifeguard, Parks and Recreation
2949H	Senior Lake Lifeguard, Parks and Recreation

The provisions of this Article do not apply to retirees of the County of Los Angeles.

ARTICLE 29

FAMILY LEAVE

The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

"Nothing in this Article is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

ARTICLE 30LEAVE DONATIONS

In an effort to provide a mechanism for assisting employees who have a serious or catastrophic illness or injury, or effective January 17, 1994, who are absent due to an Emergency as declared by the Board of Supervisors; the parties agree that effective July 1, 1993, full pay sick and vacation hours may be transferred from one or more employees and donated to another employee on an hour-for-hour basis, upon the request of both the receiving employee and the transferring employee(s), and upon approval of the receiving employee's appointing authority or designee under the following conditions:

- A. (1) The receiving employee is required to be absent from work due to injury or the prolonged illness of the employee; has exhausted or will foreseeably exhaust all earned leave hours, including but not limited to, sick leave, vacation, compensatory time and holiday credits, and is therefore, facing the loss of salary and benefits.
- (2) Effective January 17, 1994, employees who are absent from work due to an Emergency as declared by the Board of Supervisors will be eligible to participate in this Leave Donation program to the extent such employee has exhausted or will foreseeably exhaust all earned leave hours except full and part pay sick leave.
- B. The transfers are voluntary. Transfers are to be a minimum of one (1) hour and in whole hour increments thereafter.

- C. Transfers for employees who are sick or injured are made from accrued full pay sick, or vacation leave balances. All current and deferred vacation hours may be donated. However, only that portion of full pay sick leave in excess of 160 hours may be donated. Transfers for employees who are absent due to an Emergency as declared by the Board of Supervisors are limited to current and deferred vacation hours.
- D. Transfers shall be allowed to cross departmental lines upon approval of the appointing authority, and/or, his/her designee in accordance with policies of the receiving departments.
- E. Transfers of full sick pay hours will not count as time used and will not adversely affect an employee's right to cash in sick leave hours as provided for under Article 12, Section 2 of this MOU.
- F. Transfers are irrevocable. If any donated hours remain at the end of the employee's catastrophic leave, they shall remain for the sole use of the recipient, except that if the employee dies the remaining 100 % sick leave must be returned to the donor on a "last in first out basis"
- G. The total transfer credits received by an employee shall normally not exceed 1040 hours, however, donations in excess of 1040 hours may be considered and approved by the employee's appointing authority, or his/her designee.

- H. Upon approval of a request for donations, the appointing authority (or his/her designee) shall, at the employee's request, post a notice of the eligible employee's need for donations on departmental bulletin boards accessible to employees. Confidential medical information shall not be included in the notice.

- I. Donations shall be administered according to procedures established by the Auditor-Controller and Chief Executive Officer, that are not in conflict with the provisions of this Article, and requested on a form prescribed. Signed approvals of the receiving and donating employees must be properly provided before a donation is processed.

- J. Nothing in this section shall be construed to modify the employment relationship between the County and the receiving employee; restrict County's management rights; nor modify existing County rules, policies or agreements regarding unpaid leave of absence or parental leave.

ARTICLE 31 MILEAGE REIMBURSEMENT

Section 1. Definitions

A. "PERMITTEE" means those employees as defined in Section 5.40.190 of the County Code of the County of Los Angeles.

Section 2. Mileage Rates

A. The parties jointly agree to recommend to County's Board of Supervisors that said Board provide mileage reimbursement for mileage permittees as follows:

a) 53 cents per mile for all miles driven in a month (claiming period), effective - January 1, 2013.

B. Adjustment of Rates

The parties agree that reimbursement rates may be adjusted by the cents per mile adjustment on dates other than July 1 of each year to coincide with the adjustments in the standard mileage reimbursement rate as established by the Internal Revenue Service (IRS rate).

C. Management Rights

The department head has the right to determine which employees are required to provide a private vehicle to carry out County services.

It is agreed that Management reserves the right to require any permittee to use a County vehicle at any time.

Section 3. Damage to Personal Vehicles

The parties agree to recommend to the County Board of Supervisors that said Board extend the provisions of County Code Section 5.85 regarding reimbursement for damage to personal vehicles to all permittees covered by this MOU. In addition, effective January 1, 2001, the parties agree to recommend that the Board of Supervisors amend Section 5.85 to provide rental car coverage, to be the actual costs of such rental car, not to exceed \$40.00 per day, and a 30-day limit, and towing coverage, to be the actual towing charges (and, if required, storage costs), not to exceed 50 miles in towing and \$10.00 per day storage. Also, it is understood that damage which occurs in the employee,s headquarters (for mileage purposes) parking lot is covered by the insurance program described in Section 5.85 of the County Code, effective January 1, 2001.

Section 4. Personal Liability

Within 90 days from the implementation of this MOU, and annually thereafter, the County will provide to each mileage permittee a notice that the County, pursuant to the California Government Code, will provide third party liability protection for Coalition employees who drive on County business. This notice will also contain procedures for employees to follow to claim this liability protection.

Section 5. Parking Reimbursement

Employees eligible for reimbursement under the provisions of Section 2 shall be entitled to reimbursement for actual parking expenses incurred in connection with the performance of their duties during the monthly period utilized for calculation of mileage reimbursement.

Reimbursable parking expenses shall be those expenditures actually incurred by an employee for parking at a facility other than the facility designated as the employee's headquarters for purposes of mileage reimbursement. Such expenses shall not include any expenditures by the employee at any public or private parking facility when such facility is utilized by the employee for access to and from his normal place of business.

Management may impose reasonable requirements on any employee for reporting date, location, duration, reasons and cost of parking for purposes of reimbursement.

Section 6. Overpayments, Underpayments, Disputed Claims

Overpayments

The parties agree in the event overpayments on warrants for reimbursement of mileage or parking are made by County to an employee, Management will endeavor to notify the employee of the overpayment prior to making any deductions to recover such overpayments. Upon request by the affected employee, Management will endeavor to reach a mutually acceptable method of repayment.

Underpayments

When a mileage permittee does not receive reimbursement for mileage to which he would be otherwise entitled, if he notifies his Departmental Payroll Clerk within two (2) business

days of receipt of his regular pay warrant that would have included mileage reimbursement the Auditor-Controller will correct the under reimbursement within three (3) business days in accordance with the regular paycheck error procedure.

Disputed Claims

In the event there is a dispute involving the number of claimed miles, the Auditor-Controller will adjust the mileage claim and reimburse the permittee the lower amount on the next scheduled payroll warrant. A copy of the adjusted claim and Notice of Adjusted Claim will be returned to the permittee.

If the permittee agrees with the adjusted amount no further action is required and the claim is considered settled. If the permittee disagrees then the permittee should complete the Notice of Adjusted Claim and return it along with the photocopy of the claim to his or her Mileage Clerk who will then forward it to the Auditor's Office. Upon review, if it is determined by the Auditor-Controller that an adjustment is appropriate, the under reimbursement will be corrected on the following payday.

Nothing contained in the Section shall be construed as preventing Management from taking any action necessary to comply with any applicable law.

Section 7. Rationing Reopener

In the event fuel rationing is imposed by appropriate authority during the term of this agreement, the parties agree upon the written request of either the County or Coalition of County Unions, made following the announcement that rationing will be imposed, to reopen this agreement for the sole purpose of negotiations, to reach agreement on the subject of fuel rationing as it applies to employees required to use their personal autos on County business. All other provisions of this agreement shall remain in full force and effect during this period of negotiations.

Section 8.

The parties agree that upon either party's request, a Joint Labor-Management Committee will be established to discuss mileage issues.

ARTICLE 32 URINE TESTING-REASONABLE SUSPICION ONLY

Section 1. Scope

- A. This agreement shall not supersede any departmental drug/alcohol testing program which was in effect prior to this agreement or comes into effect after this agreement as a result of additional negotiations as appropriate.

Section 2. Authority

- A. The County may require an employee to provide a urine specimen for analysis to detect the presence of drugs or alcohol only if there is reasonable suspicion to believe that the employee is impaired from performing his/her job as a result of drugs or alcohol.

- B. The authority to require a drug/alcohol test does not eliminate nor replace the normal supervisory responsibilities for evaluating performance and initiating corrective or disciplinary action when necessary.

Section 3. Reasonable And Suspicion Defined

- A. Reasonable suspicion must be based on both objective evidence and reasonable inference from such evidence that an employee's impaired performance is the result of use of drugs or alcohol. Such evidence must include observations by a trained supervisor or manager of typical indicators of intoxication or impairment caused by drugs or alcohol which are not reasonably explained as resulting from causes other than the use of drugs or alcohol.

- B. Observation of the use of drugs or alcohol in conjunction with observation of typical indicators of intoxication or impairment may be considered reasonable suspicion.
- C. Reasonable suspicion must be confirmed by a second supervisor, manager, or other reliable witness unless it is not possible to do so. If it is impossible to have such witness, the reason for no witness will be documented in the observation statement described in Section 3D below.
- D. The supervisor or manager shall document in writing all observations which provide the basis for reasonable suspicion and this documentation shall be signed by the confirming observer, unless impossible pursuant to 3C above.
- E. A copy of the signed documentation shall be provided to the employee prior to the requirement of testing. The employee shall be given an opportunity to provide a reasonable explanation other than the use of drugs or alcohol for any alleged intoxication or impairment.
- F. The employee shall be informed of his/her right to representation prior to the request for an explanation or the requirement of testing. Exercising this right, however, shall not cause an unreasonable delay (usually not more than four (4) hours) in obtaining a specimen.

Section 4. Specimen Collection And Analysis

A. Program Roles Defined

1. Director of Personnel

The Director of Personnel, or his/her delegate authorized to act in his/her behalf, is designated as the County's Drug Abuse Program Director. The Drug Abuse Program Director shall have overall responsibility for County-wide coordination of this program.

2. Medical Review Officer

The Medical Review Officer (MRO) shall be a licensed physician who has a knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his or her medical history and any other relevant biomedical information.

The responsibility for the assignment of the appropriately qualified physician and for ensuring his/her availability is that of the Drug Abuse Program Director.

B. Confidentiality of Testing

Employees subjected to urine testing under this agreement shall be assigned a confidential test identification number. The actual collection process shall be as discreet as possible and shall respect the dignity of the employee.

C. Notification of Selection

Urine specimen collection will be done at an employee's work location or, if not appropriate, a contract medical facility, only.

The employee's immediate supervisor shall assist by arranging for employee(s) to present himself/herself for testing. The employee's immediate supervisor shall also assist by locating and securing restroom facilities that best meet the requirements of the collection procedure.

Every effort shall be made by the employee's supervisor to ensure that said testing is handled on an absolutely confidential basis, both before and after the test is administered.

D. Collection Site Privacy and Security

The actual collection process takes only a few minutes. However, because there must be rigorous controls for privacy, security and chain-of-evidence purposes, choosing the most appropriate restroom is crucial.

The restroom selected as a collection site shall be equipped with a sink to allow employees to wash their hands, a toilet, and be equipped with a stall for privacy.

During the specimen collection process, no unauthorized personnel shall be permitted in the restroom. The only authorized personnel are the employee and the

Collection Team Member of the same sex. Another Collection Team Member shall remain outside the restroom and shall bar entry for the time it takes to collect and package a specimen.

E. Employee Identification, Advisory Statement and Pre-Test Declaration Form

When the Collection Site Team contacts an employee, the employee shall be asked to present his/her County issued photo identification card or California Driver's License or California Identification Card as issued by the State Department of Motor Vehicles. If the employee is unable to present proper identification, he/she must be identified by his/her immediate supervisor.

The employee will also be asked to complete a Pre-test Declaration form (Exhibit "A"). The form elicits information about recent use of prescription and non-prescription medications, and accidental exposure to controlled substances. The form shall contain the employee's confidential test number. It is to be placed in a sealed envelope by the employee and given to the Collection Team. The form will be destroyed without being reviewed if the results are negative.

F. Collection, Integrity and Identification of Specimen

1. Worksite Collection

After an employee has been properly identified, briefed about the reason for the test and has completed the Pre-test Declaration form, the mechanics of the collection process shall be explained. The Collection Team shall require

the employee to remove any unnecessary outer garment (e.g., coats, jackets, etc.) and shall visually check for signs of concealed items that might be used to adulterate or substitute a sample. Personal belongings such as briefcases, purses, etc., must remain with the employee's outer garments. The employee shall retain control of his/her wallet.

The employee shall wash and dry his/her hands prior to providing a urine specimen. There shall be no further access to water, soap, any chemical agent, or other materials which could be used to adulterate the specimen until after it has been provided.

The Collection Team shall place a toilet bluing agent in the toilet bowl and, if the toilet is so equipped, in the reservoir tank. The purpose of this procedure is to deter the dilution of the specimen.

The employee shall be required to provide a specimen in a large, wide mouthed, easily carried, plastic non-reusable cup, unobserved and in the privacy of a stall or otherwise partitioned area. Unusual behavior shall be noted by the Collection Team on the Collection Log Sheet (Exhibit "B").

The employee will select two approved specimen bottles (samples A and B). The containers will have affixed to them specially prepared labels showing the employee's confidential identification number. The employee shall then

provide a urine specimen and divide it equally between the two bottles in the presence of the Collection Team.

A minimum of 50 milliliters (1.7 fluid ounces) must be provided or the specimen will be considered incomplete. If the Collection Team determines that there is an insufficient amount of urine (less than 50 milliliters total) in the specimen bottles, additional urine shall be collected and the insufficient sample(s) shall be discarded. In this instance, the employee shall remain under the supervision of the Collection Team. The employee shall be asked to drink fluids to aid in urination and shall be allowed a reasonable amount of time to furnish additional urine.

Immediately after a specimen collection, the Collection Team shall ensure the temperature is between 90 and 100 degrees Fahrenheit. The Collection Team shall also inspect the specimen for signs of adulteration (e.g., contaminants, color, etc.). Unusual findings should be noted in the remarks section of the Chain of Custody Form/ Collection Log Sheet.

In the presence of the Collection Team the employee shall secure lids on the specimen bottles. The Collection Team shall then seal the lids with evidence tape or labels from the Chain of Custody Form. If at the time of collection, there is reason to believe that the specimens have been diluted, adulterated, substituted, or in any way tampered with, the Collection Team shall report

the matter on the Chain of Custody Form/Collection Log Sheet. The Collection Team may report those observations on the Chain of Custody Form/Collection Log Sheet, in writing to the laboratory, which may analyze the suspect specimens. The results of those analyses shall be reported in the written laboratory report to the MRO for further action, if any is needed.

2. Alternate Collection Procedure

As an alternative to collection of the urine specimen at the worksite the employee may request, or management may require an employee to be transported to a contract medical facility listed in Exhibit C. Management may only require an employee to be transported if the collection cannot appropriately take place at the work site. Such transportation shall meet the following guidelines:

- a. The employee will be driven by someone other than his/her immediate supervisor, unless the supervisor and the employee agree that the supervisor is the most suitable person.
- b. Public transportation such as a taxicab may be utilized. In such case the department will provide a suitable person from the department to accompany the individual. Again, the supervisor should not be utilized unless there is agreement with the employee that the supervisor is the most suitable person.

- c. Security personnel from the department or from the Office of Public Safety may also be utilized for transporting the employee to the medical facility.
- d. Specimen collection at the medical facility shall conform to the guideline procedure as described in 4.F., Collection, Integrity and Identification of Specimen, herein above.

G. Refusal to Provide Urine Specimen

An employee who refuses to consent to a drug or alcohol test shall not be subject to disciplinary action for that refusal. However, the fact of the refusal shall constitute a rebuttable presumption that the employee was under the influence of drugs and/or alcohol at the time of the order to submit to the urine test.

Note: Failure to provide a specimen within a reasonable period of time (usually not more than four (4) hours) may constitute a refusal to take a urine test.

H. Chain of Custody

Test specimens shall be transported to one of the laboratories listed in Section 5.B. herein using the same documented chain of custody and standard of care and safety applied to other evidence transported to that laboratory. Sealed specimen bottles shall be placed in a locked portable container and kept under the direct

control of the Collection Team until it leaves custody at the laboratory. Only the Collection Team and laboratory personnel shall possess keys to the portable specimen container.

No written remarks about container contents or test employees' identities shall be made on the container except as required by the laboratory. The Chain of Custody Form/Collection Log Sheet and Pre-test Declaration forms shall be delivered directly to the Medical Review Officer along with a copy of the documentation which provided the basis for the reasonable suspicion test. Upon delivery to the laboratory, both the transporting employee and the laboratory employee authorized to receive the specimens shall open the container. They shall obtain the Chain of Custody Form/Collection Log Sheet and note their identities in the appropriate place on the form. At this point, the laboratory assumes custody of the specimens and Chain of Custody Form/Collection Log Sheets.

A copy of the Chain of Custody Form/Collection Log Sheet shall be retained by the Collection Team.

Section 5. Laboratory Testing

A. Test Methodology

The testing methodology will be based on a laboratory examination of a urine specimen and shall meet all analytical, quality assurance and quality control standards as set by NIDA/SAMHSA.

Laboratory analyses of urine specimens shall be restricted to those tests authorized by this agreement to detect drug abuse. They shall not be used for other purposes, such as the analyses of physiological states or diseases (e.g., pregnancy, AIDS).

B. Authorized Laboratories

Only the following SAMHSA approved toxicology laboratories may be used for testing conducted under this agreement for employees represented by the Coalition:

1. Smith Kline Beacham Clinical Laboratory (SBCL)
Van Nuys, California
(818) 989-2520
2. Toxworx Laboratories [formerly Laboratory Specialist, Inc. (LSI)]
Woodland Hills, California
3. Damon Clinical Laboratory
Newbury Park, California
(805) 498-3181
4. Unilab (formerly B.P.L. Metwest)
Tarzana, California
5. Quest Diagnostics, Inc (formerly Nichols Institute)
San Diego, California
6. Pharchem Laboratory
Menlo Park, California
7. Poisonlab
San Diego, California

8. Pacific Toxicology Laboratory
(Centinela Hospital Airport Toxicology Lab)
El Segundo, California
9. National Toxicology Labs, Inc.
Bakersfield, California

C. Laboratory Receipt of Specimens, Chain of Evidence and Rejection Criteria

Samples received by the laboratory shall be signed in on the Chain of Custody Form/Collection Log Sheet. Each sample shall be inspected for evidence of possible tampering. The employees' confidential identification numbers will be compared with the numbers on the Chain of Custody Form/Collection Log Sheet serving as the chain of custody document. Any evidence of any tampering, or discrepancies in the identification numbers on the samples and Chain of Custody Form/Collection Log Sheet, or in the event that the seal is broken on either sample, that there is no identification number, or the identification number is illegible, such shall be reported to the

Drug Abuse Program Director and shall be noted on the Chain of Custody Form/Collection Log Sheet. Such specimens shall not be tested.

D. Substances To Be Tested

Urine specimens may only be tested for any or all of the following:

1. Amphetamines/Methamphetamines
2. Benzodiazepines (e.g. Valium, Librium)
3. Barbiturates
4. Cocaine

5. Methadone
6. Methaqualone (e.g. Quaalude)
7. Opiates
8. Phencyclidine (PCP)
9. T.H.C. - Tetrahydrocannabinol (Marijuana)
10. Alcohol

E. Test Steps

1. Initial Screening

All specimens tested shall first go through an immunoassay screening test (EMIT) which will be used to eliminate "negative" urine samples from further testing.

Written documentation shall be maintained by the laboratory showing details of all the EMIT screening tests done under this program. These data may be reviewed by consultants to the Union. All samples that initially screen positive shall be stored in a locked freezer until confirmation studies by GC/MS are complete.

2. Confirmatory Test

Specimens which were initially screened and found to be positive shall be confirmed using Gas Chromatography/Mass Spectrometry (GC/MS) quantitative techniques.

3. Cut-off Levels

Cut-off levels for a positive test are either those established by NIDA/SAMHSA for the drugs for which NIDA/SAMHSA has made such recommendations, or as established through negotiations with the Coalition for those drugs on the list for which NIDA/SAMHSA has not established cut-off level(s). For purposes of this agreement, the cut-off levels are as follows:

<u>Drug</u>	<u>Initial Screen</u>	<u>Confirming Test</u>
	(EMIT)	(GC/MS)
Amphetamines (NIDA/SAMHSA)	1000 ng/ml	500 ng/ml
Benzodiazapines	300 ng/ml	300 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Cocaine (NIDA/SAMHSA)	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	300 ng/ml
<u>Drug</u>	<u>Initial Screen</u>	<u>Confirming Test</u>
Methaqualone	300 ng/ml	300 ng/ml
Opiates (NIDA/SAMHSA)	300 ng/ml	300 ng/ml
P.C.P. (NIDA/SAMHSA)	25 ng/ml	25 ng/ml
T.H.C. (NIDA/SAMHSA)	100 ng/ml	15 ng/ml
Alcohol	.05g %	.05g %

Section 6. Laboratory Reporting

A. Preparation of Laboratory Report - Negative Test Specimens

The laboratory shall prepare a report, by confidential test identification number, of any specimen screened as negative and shall forward such report to the Medical Review Officer. The Medical Review Officer will notify the employee and the department of the negative test. The employee shall be given the choice of having the test results made part of his/her record or having the Medical Review Officer destroy the report and pre-test declaration and all references to a test being conducted.

B. Preparation of Laboratory Reports - Positive Test Specimens

In the event that a specimen is found to be positive by the GC/MS process, the laboratory shall prepare a written report. The original report shall be retained by the laboratory. One copy, along with the sealed pre-test declaration form, shall be sent to the Medical Review Officer.

The laboratory report shall contain the following information:

1. Employee confidential test identification number.
2. The drug identified.
3. The initial screening method.
4. The date screened.
5. The screening analyst's name.

6. The printed output from the immunoassay screening instrument pertaining to the batch of samples which includes the positive sample. That output will include the data from the relevant standards, blanks, quality control samples, and positive sample.
7. The confirmation method.
8. The date confirmed.
9. The confirming analyst's name and signature.
10. The graphs and reports pertaining to the gas chromatograph mass spectrometer analysis of the relevant batch of samples and associated controls and quantitative standards.
11. The name and signature of the reviewing laboratory supervisor.
12. Collection Log Sheet.

Following confirmation, all positive urine samples are to be frozen and retained for a minimum of one (1) year by the laboratory, except when an employee appeals any negative action taken by the County, then the sample shall be maintained until all appeals are concluded.

Section 7. Review of Results

A. Report of Laboratory Results

The Medical Review Officer shall report to the tested employee the results of all urine tests within four business days from collection of sample.

B. Preliminary Determination

The laboratory shall notify the Medical Review Officer whenever it confirms a positive test result.

C. Medical Review

The Medical Review Officer shall conduct an in-depth review of all tests reported as positive by the Laboratory. The laboratory report will include all materials specified in Section 6, B. above. The MRO shall review the test subject's Pre-test Declaration and shall take such action as may be necessary to examine any alternate medical explanation for a positive test result. Such action may include a voluntary medical interview with the employee, at the option of the employee, and a review of all medical records made available by the employee.

The MRO will arrange an interview with the employee (employee's option). The MRO will try to contact the employee utilizing the daytime telephone number designated by the employee on the Pre-test Declaration form.

The MRO is authorized to terminate the process if the MRO determines that the test result was caused by appropriate use of medication. The MRO will then prepare a written report to the Department Head limited to his statement of conclusion. No further action will be taken.

If the MRO cannot close the case, he/she will contact the Program Director regarding the need for additional information in order to verify the employee's statements. The Program Director will immediately verify the facts presented by the employee. The information obtained will be provided to the Medical Review Officer.

The Medical Review Officer will prepare a written report to the Department Head limited to a statement of conclusion.

D. Employee Notification

If the MRO does not find appropriate medical justification for the positive laboratory findings, he/she shall notify the employee and prepare a written report to the Department. Upon notification to the employee of a positive finding, the employee shall be provided with the laboratory report (as described in Section 6, B. above) and the MRO's written report. The employee also shall be provided with a written notice of his/her right to have the second sample (Sample B) independently tested and reviewed by an independent MRO.

E. Retesting

When the laboratory has confirmed a positive test result, the employee or his/her representative may request that a GC/MS test of Sample B be conducted at another approved laboratory listed in Section 5, B. herein.

If the test results are positive, an independent Medical Review Officer selected by the employee or his/her representative will review the findings and interview the employee (at employee option). The MRO will prepare a report to be given to the Drug Abuse Program Director with a copy to the employee.

If the results of the Sample B tests are negative, the Drug Abuse Program Director may request that GC/MS tests of Samples A and B be performed at a third laboratory listed in Section 5, B. herein.

If the test results from the third laboratory are negative, or if the Program Director elects not to have a third chemical test, no further action will be taken.

If the test results from the third laboratory are positive, an independent Medical Review Officer agreed upon by the employee and the Program Director will review the findings and interview the employee (at employee option). The MRO will prepare a report to be given to the Drug Abuse Program Director with a copy to the employee.

The County shall pay for all such testing. All such testing of an employee covered by this agreement shall be on County time.

F. Audit Trail

Urine Testing results are inadmissible in any proceeding without an audit trail showing compliance with each spec of this procedure. Burden of showing compliance is on the County.

Section 8. Consequences of a Positive Test Result

If an employee tests positive for drugs or alcohol in a urine test conducted pursuant to the

procedure set forth herein, the employer may take disciplinary action for proper cause and rely on the positive test result in conjunction with the employee's observed behavior at the time that the test was ordered.

Departments shall consider the appropriateness of the employee voluntarily entering and completing an alcohol/drug abuse treatment program in lieu of or to mitigate the severity of discipline.

Any disciplinary action taken as a result of a positive drug test in conjunction with the employee's observed behavior on the job shall be subject to dispute through the same procedures that would govern any other disciplinary action.

Section 9. Further Provisions

A. Hold Harmless and Indemnification Clause

The County agrees to indemnify and defend the Coalition and each Union signatory to this agreement from any liabilities which may arise as a result of the employee organization entering into this agreement. It is expressly understood that the County of Los Angeles shall choose the counsel, and have control of all phases and aspects of the litigation and the Union's defense including settlement, and that the Union shall cooperate in that defense. It is further understood that this indemnity and defense provision only applies to those claims where the legality or constitutionality of the Urine Testing Program or any part of that program is at issue.

It does not extend to claims against the Union in which the legality or constitutionality of that program is not at issue. The County will not indemnify or defend the Union against any claim that the organization or anyone acting on its behalf improperly or negligently advised, represented, or performed services for an employee with respect to any event subsequent to the effective date of this agreement with respect to the Urine Testing Program, disciplinary proceedings arising from the program, or any other right or liability of the employee related to the program.

EXHIBIT A

PRE-URINE TEST DECLARATION

THIS FORM SHALL BE SEALED AND SHALL NOT BE OPENED UNLESS THE RESULTS OF THIS URINE TEST ARE CONFIRMED AS POSITIVE. ALL OTHER SEALED DECLARATIONS SHALL BE DESTROYED WITHOUT BEING OPENED.

EMPLOYEE'S NAME: _____ CONFIDENTIAL TEST NO. _____

LIST ANY PRESCRIPTION OR OVER-THE-COUNTER NON-PRESCRIPTION MEDICATIONS YOU ARE NOW TAKING OR HAVE TAKEN DURING THE LAST THIRTY (30) DAYS. SPECIFY THE REASON FOR THE MEDICATION(S), THE AMOUNT LAST TAKEN AND THE DATE. ALSO, INDICATE THE NAME OF THE HEALTH CARE PROVIDER PRESCRIBING ANY MEDICATION(S).

SUBSTANCE	REASON FOR TAKING	DATE LAST TAKEN	AMOUNT	PRESCRIBING HEALTH CARE PROVIDER	OFFICE LOCATION
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HAVE YOU INGESTED, INHALED OR ABSORBED ANY CONTROLLED SUBSTANCE WITHIN THE LAST TEN (10) DAYS IN CONNECTION WITH YOUR EMPLOYMENT?

() NO
() YES DATE _____

I CERTIFY THAT THE ABOVE INFORMATION IS, TO THE BEST OF MY KNOWLEDGE, TRUE AND CORRECT.

SIGNATURE: _____

DATE OF COLLECTION: _____

IF FOLLOW-UP IS NECESSARY, MY PREFERRED TELEPHONE NUMBER FOR CONTACT OR MESSAGE IS: AREA () NO. _____

NOTE: ONE COPY TO EMPLOYEE AT TIME OF SPECIMEN COLLECTION
 ONE COPY TO BE PLACED IN SEALED ENVELOPE

EXHIBIT CCONTRACT CLINICS

Advantage Care – Artesia 2499 S. Wilmington Avenue Compton, CA 90220	515 S. Flower Los Angeles, CA 90071
Advantage Care – De Soto 8919 De Soto Avenue Canoga Park, CA 91304	Foothill Industrial Medical Clinics 6520 N. Irwindale Avenue Irwindale, CA 91702
Advantage Care – El Segundo 500 N. Nash Street El Segundo, CA 90245	Foothill Industrial Medical Clinics 55 S. Raymond Alhambra, CA 91801
Advantage Care – Commerce 3430 S. Garfield Avenue Commerce, CA 90040	Foothill Industrial Medical Clinics 4300 Baldwin Avenue El Monte, CA 91731
Advantage Care – Leonis 2770 Leonis Boulevard Vernon, CA 90058	Foothill Industrial Medical Clinics 445 Fair Oaks Pasadena, CA 91105
Advantage Care – Metropolitan 437 E. Washington Boulevard Los Angeles, CA 90015	Gallatin Medical Clinic 10720 Paramount Blvd. Downey, CA 90241
Advantage Care – Van Nuys 18300 Roscoe Boulevard Van Nuys, CA 91406	Intercommunity Workcare Services 12401 Washington Blvd. Whittier, CA 90602
Barlow Occupational Health Center 6331 Greenleaf Avenue Whittier, CA 90601	Long Beach Medical Clinic 1250 Pacific Ave., Suite #101 Long Beach, CA 90813
Dalton Medical Group 10414 Vacco Street So. El Monte, CA 91733	Samaritan Health Center at the Hospital of the Good Samaritan 637 S. Lucas Avenue Los Angeles, CA 90017
Daniel Freeman Hospitals, Inc. 301 N. Prairie, #211 Inglewood, CA 90301	St. Joseph Occupational Health Center 3413 Pacific Avenue Burbank, CA 91505
Daniel Freeman Hospitals, Inc. 815 N. Sepulveda El Segundo, CA 90245	Venice-Culver Industrial Center 12095 W. Washington Blvd. Los Angeles, CA 90066

ARTICLE 33 PREPLACEMENT DRUG TESTING FOR EMPLOYEE/
APPLICANTS

Section 1. Scope

- A. The provisions of this agreement shall only apply to an employee who applies for a position which requires a urinalysis to detect the presence of drugs as part of the pre-employment medical examination.

- B. This agreement shall not supersede any departmental drug testing program which was in effect prior to this agreement or comes into effect after this agreement as a result of additional negotiations as appropriate.

Section 2. Notice

Each applicant who is required to provide a urine specimen for drug testing is required to first read and complete the Consent for Drug Analysis. When the form is presented to the applicant, he/she must show the technician positive identification, such as a driver's license. The applicant's signature on the form is witnessed by the technician. If the applicant refuses to sign the consent form or provide a urine sample, the examination process is terminated.

Section 3. Collection

- A. The nurse/technician provides the applicant with a label upon which he/she prints his/her full name, Social Security #, and date of specimen. The nurse/technician writes the applicant's account number onto the label and the applicant places

his/her initials below this number on the label. The label is then placed on the laboratory container and the applicant's name, account number and date of collection are recorded in the Lab Specimen Log. This is done in the presence of the applicant, who initials the Lab Specimen Log.

- B. All applicants who are providing urine specimens for drug testing should be given a gown and asked to disrobe. No personal belongings (except for a wallet) are allowed in the restroom; purses can be left in full view of the door. The nurse/technician provides the applicant with a receptacle, cleansing towel and instructions for collecting a specimen.
- C. Prior to obtaining the specimen, the restroom facility is prepared. The commode water is colored with a bluing agent, the water supply turned off (or evidence tape placed over the faucet), soap removed, and the back of the commode taped shut with evidence tape (if it is of a style that allows access into the tank).
- D. The applicant is instructed to wash his/her hands before entering the restroom. He/she is also instructed to not flush the toilet or attempt to turn on the water in the restroom.
- E. If the applicant states that he/she cannot give a specimen at this time, he/she is provided with something to drink and asked to wait until he/she can give one. He/she is advised that procedure requires the specimen be given at this time.

Failure to provide a specimen may be reason to disqualify the applicant. If there is a valid medical reason for not giving a specimen, the appropriate County authority is contacted for instructions on how to proceed.

- F. When the applicant returns with the specimen, the technician immediately checks the temperature. If the temperature of the specimen is below 90.5F or above 99.8F, there is reason to believe the specimen may not be valid, and the applicant is asked to provide another. If the color indicates that the specimen may have been watered down, a notation to this effect is also made on the chain of custody form.
- G. The specimen must be at least 50 milliliters in quantity. If it is not, the applicant is asked to provide another specimen. After the temperature and color of the second specimen is observed (and is acceptable), the specimens are combined and measured for quantity in the presence of the applicant. The specimens will then be split into equal samples, A & B. The specimen to be sent for drug testing shall not have been used for any other testing, including the so called "dip stick" sugar test.
- H. With the applicant observing, the nurse/technician pours the specimen into a pre-labeled laboratory container. The container is then sealed for shipment. The technician should place evidence tape (provided by the laboratory) on the top of the urine tube, covering the cap and side of the tube. The applicant then initials the evidence tape on the top of the cap.

I. The nurse/technician completes the shipping envelope provided by the laboratory, giving the following information:

- 1) Doctor in Group or Name of Clinic
- 2) Patient ID# or Social Security#
- 3) Date
- 4) Patient Name
- 5) Panel #

J. Chain of Custody form is completed next by providing the following information:

- 1) Applicant's Name (SS or ID#)
- 2) Date of Collection
- 3) Site of Collection
- 4) Test or Panel #
- 5) Signature of Applicant and Clinic Technician

K. As a final step, the specimen is placed into a laboratory plastic bag with the original Chain of Custody form and sealed. A copy of the Chain of custody form is also stapled to the bag. The bag is placed into the shipping envelope and sealed with evidence tape. Specimens are refrigerated until picked up by the laboratory courier.

Section 4. Consequences of a Refusal/Failure to Take The
Pre-Employment Urinalysis

If an employee refuses/fails to take the pre-employment urinalysis, he/she shall be disqualified for medical reasons without the right of appeal under the civil service rules. Further, such medical disqualification shall not be subject to the grievance/arbitration provision in the applicable MOU. The employee's refusal/failure to take the urinalysis shall not be a presumption of any misconduct and no disciplinary action shall be taken against the employee.

Section 5. Laboratory Testing

A. Test specimens shall be transported to one of the laboratories listed in Section 5, B. herein, using the same documented chain of custody and standard of care and safety applied to other evidence transported to that laboratory.

B. Authorized Laboratories

Only the following toxicology laboratories may be used for testing conducted under this agreement:

- 1) Smith Kline Beacham Clinical Laboratory (SBCL)
Van Nuys, California
(818) 989-2520
- 2) Toxworx Laboratories [formerly Laboratory Specialist, Inc. (LSI)]
Woodland Hills, California
- 3) Unilab (formerly B.P.L. Metwest Laboratory)
Tarzana, California
- 4) Quest Diagnostic Inc. (formerly Nichols Institute)
San Diego, California

- 5) Pharchem Laboratory
Menlo Park, California
- 6) Poisonlab
San Diego, California

C. Laboratory Receipt of Specimens, Chain of Evidence and Rejection Criteria

Samples received by the laboratory shall be signed in on the collection log sheet. Each sample shall be inspected for evidence of possible tampering. The confidential identification numbers will be compared with the numbers on the collection log sheet serving as the chain of custody document. Any evidence of any tampering, or discrepancies in the identification numbers on the samples and collection log sheet, or in the event that the seal is broken on any sample, that there is no identification number, or the identification number is illegible, such shall be reported to the medical facility and shall be noted on the collection log sheet. Such specimens shall not be tested.

D. Substances To Be Tested

Urine specimens may only be tested for any or all of the following:

- 1) Amphetamines/Methamphetamines
- 2) Benzodiazepines (e.g. Valium, Librium)
- 3) Barbiturates
- 4) Cocaine
- 5) Methadone
- 6) Methaqualone (e.g. Quaalude)
- 7) Opiates

- 8) Phencyclidine (PCP)
- 9) T.H.C. - Tetrahydrocannabinol (Marijuana)

E. Test Steps

1) Initial Screening

All specimens tested shall first go through an immunoassay screening test (EMIT) which will be used to eliminate "negative" urine samples from further testing.

Written documentation shall be maintained by the laboratory showing details of all the EMIT screening tests done under this program. These data may be reviewed by consultants to the Union. All samples that initially screen positive shall be stored in a locked freezer until confirmation studies by GC/MS are complete.

2) Confirmatory Test

Specimens which were initially screened and found to be positive shall be confirmed using Gas Chromatography/Mass Spectrometry (GC/MS) quantitative techniques.

3) Cut-off Levels

Cut-off levels for a positive test are either those established by NIDA/SAMHSA for the drugs for which NIDA/SAMHSA has made such recommendations, or as established through negotiations with the Coalition

for those drugs on the list that NIDA/SAMHSA has not established cut-off level(s). For purposes of this agreement, the cut-off levels are as follows:

<u>Drug</u>	<u>Initial Screen</u>	<u>Confirming Test</u>
(EMIT)	(GC/MS)	
Amphetamines (NIDA/SAMHSA)	1000 ng/ml	500 ng/ml
Benzodiazapines	300 ng/ml	300 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Cocaine (NIDA/SAMHSA)	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	300 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
Opiates (NIDA/SAMHSA)	300 ng/ml	300 ng/ml
P.C.P. (NIDA/SAMHSA)	25 ng/ml	25 ng/ml
T.H.C. (NIDA/SAMHSA)	100 ng/ml	15 ng/ml

Section 6. Laboratory Reporting

- A. The laboratory report, whether negative or positive, shall be returned to the medical facility from which the specimen came.

- B. The medical facility shall include the laboratory report in the applicant's medical examination record when the record is returned to the County Occupational Health Programs Unit for final review.

Section 7 Medical Review

- A. The County's Medical Review Officer shall conduct an in-depth review of all tests reported as positive by the laboratory. The MRO shall review the applicant's Pre-test Declaration and shall take such action as may be necessary to examine any alternate medical explanation for a positive test result. Such action may include a voluntary medical interview with the applicant, at the option of the applicant and a review of all medical records made available by the applicant.

- B. Following the above review, the MRO shall arrive at a decision as to whether the test result was caused by appropriate use of medication or other appropriate medical justification. If such justification exists the test shall be interpreted as negative by the MRO.

- C. If there is no such medical justification, the MRO shall interpret the test as positive and so document the medical record.

Section 8. Consequences of a Positive Test Result

- A. If the applicant has a positive drug test, he/she shall be medically disqualified from the position for which the test was done.

- B. The applicant shall be notified of this disqualification by means of the Medical Examination Results card normally used for reporting of medical examination results to the applicant.

- C. Notification of a disqualification for a positive test shall include information pertaining to the right to appeal and to have the specimen tested by a laboratory selected by the employee.

- D. For existing employees who are working in a sensitive position and are undergoing a preplacement medical examination for a position for which testing is required, a positive drug test result shall be reported to the employee's current department.

The MRO shall meet with and evaluate the employee. The MRO shall determine whether the employee is in need of a drug rehabilitation/treatment program. If a program is needed, the MRO shall recommend the appropriate type of program.

The employee must voluntarily enter and successfully complete an appropriate treatment/rehabilitation program. Refusal to do so may subject the employee to discipline up to and including discharge.

- E. For existing employees who are not currently working in a sensitive position and have a positive test, the MRO shall meet with and evaluate the employee. The MRO shall determine whether the employee is in need of a drug rehabilitation/treatment program. If a program is needed, the MRO shall recommend the appropriate type of program.

If the employee enters and successfully completes the program, no report of the positive test shall be sent to the employee's current department and no disciplinary action shall result from the positive test.

- F. Disciplinary action in which the drug test result was a factor shall be subject to dispute through the same procedures that would govern any other disciplinary action.

Section 9. Further Provisions

A. Hold Harmless and Indemnification Clause

The County agrees to indemnify and defend the Coalition and each Union signatory to this agreement from any liabilities which may arise as a result of the employee organization entering into this agreement. It is expressly understood that the County of Los Angeles shall choose the counsel, and have control of all phases and aspects of the litigation and the Union's defense including settlement, and that the Union shall cooperate in that defense. It is further understood that this indemnity and defense provision only applies to those claims where the legality or constitutionality of the Urine Testing Program or any part of that program is at issue. It does not extend to claims against the Union in which the legality or constitutionality of that program is not at issue. The County will not indemnify or defend the Union against any claim that the organization or anyone acting on its behalf improperly or negligently advised, represented, or performed services for an

employee with respect to any event subsequent to the effective date of this agreement with respect

to the Urine Testing Program, disciplinary proceedings arising from the program, or any other right or liability of the employee related to the program.

ARTICLE 34 PENSION SAVINGS PLAN

Section 1. Purpose.

The Pension Savings Plan (the “Plan”) is a retirement plan for temporary and part time employees of the County of Los Angeles who are not eligible to participate in the Los Angeles County Employees Retirement Association. It is intended that the Plan qualify under IRC Sections 457 and 3121 as a benefit enhancement provided to employees in lieu of participation in the Social Security System.

Section 2. Plan Document.

The parties mutually agree that the benefits provided by the Plan shall be those provided in Chapter 5.19 of the County of Los Angeles Code (the “Plan”) and is fully incorporated by reference in this Article 34.

Section 3. Operational Details.

The parties further agree on the following matters which provide operational details concerning Plan operation, or are related to the Plan but are outside the scope of its provisions:

- A. The provisions of Chapter 5.19 are not subject to the Grievance Procedure set forth in Article 26 of this MOU,

- B. The County monthly contribution shall be 3 percent of compensation and the minimum monthly employee contribution shall be 4.5 percent of compensation.

- C. The Plan Administrative Committee (PAC) shall have responsibility for the operation and administration of the Plan and trust, and the members of the PAC shall be ~~A~~trustees@ subject to the fiduciary duties imposed on trustees under California law, including but not limited to the duties imposed by the Uniform Prudent Investors Act.

- D. The Plan shall be administered by the PAC, consisting of the Auditor-Controller, Chief Executive Officer, County Counsel, Treasurer and Tax Collector, a representative of Local 721, SEIU, and a representative of the Coalition of County Unions. The Coalition of County Unions (the “CCU”) is entitled to designate one named alternate member. Administrative costs will be charged against the account earnings, subject to limits set by Federal regulation. Policies and procedures will be established to minimize administrative costs. The PAC shall provide to each participant a periodic statement of account and information describing the benefits provided by the plan.

- E. To the extent that employees represented by the CCU are impacted, the termination of the Plan or the amendment of any Plan provisions that are subject to negotiation shall be negotiated between the parties.

- F. In the event that the County is mandated by Federal or State law to re-enter the Social Security system during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such mandate on the matching contributions of the employees represented by the CCU to be covered by Social Security.

- G. In the event that applicable law is changed to require the Plan to be terminated or merged into another form of deferred compensation program during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such termination or merger on Plan participants who are employees represented by the CCU.

Section 4.

It is agreed between the parties that any conflict between this Article and the Plan provisions of the County Code be resolved in favor of the Memorandum of understanding provisions.

ARTICLE 35 ENHANCED VOLUNTARY TIME-OFF PROGRAM

Program Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- EVTO shall be available to employees for the fiscal years 1992-93 and 1993-94 and will commence upon Board approval. This program may be offered in fiscal years beyond 1993-94 subject to Board approval.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the department head or his or her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department management.

- In the event of a County emergency affecting public health or safety, a department head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a department head to terminate any leave of absence as described in Civil Service Rule 16.04.

- In the event an employee is subpoenaed to court on an EVTO day regarding a matter involving his or her County duties, the EVTO day will be considered canceled and the employee paid for the time necessary to comply with the subpoena, pursuant to his/her MOU.

- An employee may take up to 60 calendar days of EVTO each fiscal year during this program (see below for EVTO after 60 days) with the following benefit guarantees:
 - EVTO may be taken as 60 or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with management approval.

- EVTO will not affect County contributions to the Options, Choices, Flex or Megaflex benefit plans, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for regular days off and holidays. The current County pay policy is that an employee must be on a pay status for at least four hours on either side of a weekend or a holiday to be paid for the weekend or holiday. At the point the employee begins EVTO and returns to full-time it will be considered a qualifying event for purposes of modifying a participant's dependent care or health care spending account to the degree the account is impacted by participation in the EVTO Program, and is consistent with IRS regulations.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payment shall be made within 30 days following the date the employee is notified of the insufficient earnings. See Attachment for details.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.
 - After the first 60 days of EVTO, the 60-day EVTO benefit guarantees will not apply.
 - Retirement service credit will not accrue during this period.
 - FLSA non-exempt employees may request EVTO in increments as little as one hour.
- FLSA Exempt employees must request EVTO in full work day increments.
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
- EVTO is not available to employees on any other paid or unpaid leave.
- Department heads may continue to approve other unpaid leave of absences.

Special Unpaid Voluntary Time-Off(60-Day Program)

Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* Subject to existing plan restrictions, County matching contributions will continue (unless deferred to suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 36POLICY AND PROCEDURES FOR COMPLIANCE WITH
DEPARTMENT OF TRANSPORTATION RULES ON DRUG
AND ALCOHOL TESTING FOR COMMERCIAL DRIVERS**I. INTRODUCTION****A. SCOPE**

The intent of this policy and attendant procedures is to implement a basic, mandatory, Countywide program as required by the Federal Department of Transportation (DOT) for affected County drivers. This program is separate and apart from the County's Drug-Free Workplace Program and does not affect any departmental drug/alcohol testing programs, policies, rules, and procedures which were in effect prior to January 1, 1995, or will come into effect after this date.

The County's policy and procedures relate to testing required by the Federal Omnibus Transportation Employee Testing Act (OTETA) of 1991 and are subject to all current and future provisions of OTETA and Federal rules and regulations promulgated by DOT that implement the ACT.

B. POLICY

Under OTETA, persons who drive commercial motor vehicles must be tested for misuse of alcohol or use of drugs. DOT has published Rules mandating an anti-drug and alcohol misuse prevention program. The purpose of this program is to help prevent accidents and injuries resulting from the abuse of

drugs and alcohol by drivers of commercial vehicles. Effective January 1, 1995 all employers, public and private, will be subject to these Rules.

As an employer subject to the DOT Rules and regulations, the County of Los Angeles is implementing this policy and attendant procedures in all County departments. In accordance with DOT Rules, it is the policy of the County of Los Angeles that employees of the County whose job duties require them to be commercial drivers as defined in the DOT regulations are prohibited from:

1. Reporting to duty or remaining on duty requiring the performance of safety-sensitive functions while having a breath alcohol concentration (BAC) of 0.04 or greater.
2. Being on duty or operating a commercial motor vehicle while in the possession of alcohol unless the alcohol is manifested and transported as part of a shipment.
3. Using alcohol while performing safety-sensitive functions.
4. Performing safety-sensitive functions within four (4) hours after using alcohol.

5. Using alcohol for eight (8) hours, or until he/she undergoes a post-accident alcohol test following an accident which will require post-accident alcohol testing in accordance with these Rules.
6. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a motor vehicle.
7. Reporting for duty, remaining on duty, or performing a safety-sensitive function if found to test positive for controlled substances.
8. Refusing to submit to a post-accident alcohol or controlled substances' test, a random alcohol or controlled substances' test, a reasonable suspicion alcohol or controlled substances' test, or a follow-up alcohol or controlled substances' test as required by these Rules.

Employees engaging in prohibited activities as described above may not perform or continue to perform safety-sensitive functions. In addition, employees who engage in prohibited activities may be

subject to disciplinary action in accordance with applicable MOU provisions, and/or departmental policy.

C. GOVERNING REGULATIONS

Regulations governing the anti-drug and alcohol misuse prevention programs are set forth by the Federal Highway Administration (FHWA) and DOT's Office of the Secretary. These Rules are published in Title 49, Code of Federal Regulations (CFR), Part 382 et seq., which requires employers to test drivers required to obtain a commercial license, and Title 49, CFR, Part 40 which specifies procedures that must be followed by the employer when conducting drug and alcohol testing pursuant to regulations issued by FHWA.

These Rules become effective on January 1, 1995, for employers with 50 or more commercial drivers (CD,s), and January 1, 1996, for employers with 49 or less CD,s.

D. CENTRAL vs DEPARTMENTAL RESPONSIBILITIES

Central Responsibility

The Department of Human Resources (DHR) will administer the DOT Alcohol and Drug Testing Program through the Health, Safety and Disability Benefits Division. DHR will be responsible for implementing the random drug and alcohol testing portion of the Rules, for monitoring County departments'

compliance with pre-employment, post-accident, and reasonable suspicion testing as required by the Rules, and for record-keeping and reporting functions as specified in the Rules. In addition, through its Employee Assistance Program (EAP) or an approved contract, DHR will provide substance abuse professionals (SAPs) and referrals in compliance with the DOT Rules.

The County's Program Manager (CPM) will be the Chief of Occupational Health Programs who can be reached at 213-738-2187. The role of the CPM will be to oversee and evaluate the County's program; provide consultation to County departments regarding implementation of the program; maintain all necessary records regarding testing programs required by the DOT Rules; implement and administer the random testing component of the Rules; and establish and monitor any contracts with medical providers, laboratories, medical review officers, etc. which may be required to implement the Rules.

Departmental Responsibility

Departments are responsible for directing employees to authorized testing locations for the purpose of pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and follow-up testing within the parameters established under this policy.

1. Departmental Program Manager (DPM) - Each department having covered employees must assign an individual to manage this program. The DPM or other individual designated by the department will be a liaison with the County's Program Manager in DHR. Departmental policies will be reviewed, and copies maintained, by the CPM. The DPM will be responsible for implementing the County's program in his/her department; overseeing and evaluating the program; reviewing all discipline applied under this policy for consistency and conformance to the department's policies and procedures; scheduling pre-employment, post-accident, and reasonable suspicion testing; and ensuring confidentiality of any records pertaining to the program. The DPM must ensure that all covered employees are aware of the provisions and coverage of the department's anti-drug and alcohol misuse prevention program.
2. Supervisors - These individuals include departmental staff responsible for observing the performance and behavior of covered employees. Their responsibilities include observing and documenting events suggestive of reasonable suspicion, and requesting a second supervisor for substantiating and concurring for reasonable suspicion testing, if applicable.
3. Employees - Each covered employee will receive a copy of materials that explain the requirements of the DOT regulations, and the

County's policy and procedures with respect to meeting these regulations.

II. TESTING REQUIREMENTS

A. APPLICABILITY

Any applicant/employee holding a commercial driver's license (CDL) and performing safety-sensitive functions for the County will be subject to drug and alcohol testing under this policy.

B. DEFINITIONS

1. **Blind Sample or Blind Performance Test Specimen** - A urine specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so the laboratory cannot distinguish it from employee specimens, and which is spiked with known quantities of specific drugs or which is a blank, containing no drugs.
2. **Breath Alcohol Concentration (BAC)** - The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test.

3. Chain-of-custody - Procedures to account for the integrity of each urine specimen by tracking its handling and storage from the point of specimen collection to final disposition of the specimen.
4. Commercial Driver (CD) - Any person who operates a commercial motor vehicle. This includes, but is not limited to: full-time, regularly employed drivers; casual intermittent or occasional drivers; and leased and independent drivers.
5. Commercial Motor Vehicle (CMV) - A vehicle with a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating (GVWR) of more than 10,000 pounds; or has a gross vehicle weight of 26,001 or more pounds; or is designed to carry 16 or more passengers, including the driver; or is of any size and is required to be placarded under the Hazardous Materials Regulations (49 CFR part 172, Subpart F).
6. Confirmation Test - For alcohol it means a second test, following a screening test with a result of 0.02 or greater that provides quantitative data of alcohol concentration. For controlled substances it means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and

which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

7. County's Drug-Free Workplace Program - The policy and procedures for a Drug-Free Workplace Program which were approved by the Board of Supervisors and implemented on July 1, 1990, and which include additional procedures approved by the said Board on June 9, 1992; and Article 32, Urine Testing - Reasonable Suspicion only of the Coalition Fringe Benefits' MOU.
8. Covered Employee - A commercial driver performing safety-sensitive functions.
9. Initial Test (also known as Screening Test) - For alcohol, it means an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his/her system. For controlled substances it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.

10. Medical Review Officer (MRO) - A licensed physician responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical data.

11. On-duty Time - All time, from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. On-duty time includes:
 - a. all time at a carrier or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched;

 - b. all time inspecting, servicing, or conditioning any commercial vehicle at any time;

 - c. all time spent at the driving controls of a commercial motor vehicle in operation;

 - d. all time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth.

- e. all time loading or unloading a vehicle, supervising, or assisting in loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate a vehicle, or in giving or receiving receipts for shipment loaded and unloaded;
- f. all time spent performing the driver requirements following an accident or after striking an unattended vehicle;
- g. all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle;
- h. all time spent providing a breath sample or urine specimen, including travel time to and from the collection site, in order to comply with random, reasonable suspicion, follow-up, or post-accident testing.
- i. performing any other work in the capacity of, or in the employ or service of, a common, contract or private motor carrier; and
- j. performing any compensated work for any non-motor carrier entity.

12. Performing A Safety-sensitive Function - A driver is considered to be performing a safety-sensitive function during any period in which he/she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.
13. Pre-employment Testing - Conducted when a covered person is hired, transferred, promoted, or assigned into a safety-sensitive function.
14. Prohibited Drugs - Marijuana, cocaine, amphetamines, opiates, and phencyclidine (PCP).
15. Safety-sensitive Function - Any of the on-duty functions stated above, under *On-Duty time*.
16. Substance Abuse Professional (SAP) - Means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

C. SUBSTANCES FOR WHICH TESTING IS REQUIRED

1. Marijuana, cocaine, amphetamines, opiates, and phencyclidine (PCP).
2. Alcohol.

D. DRUG AND ALCOHOL TESTS REQUIRED

1. Pre-employment Testing - conducted before applicants are hired or after an offer to hire, but before actually performing safety-sensitive functions for the first time. Also required when employees are transferred, promoted, or assigned to a safety-sensitive (driver) position. Only drug testing is required for pre-employment testing.

Prior to the first time a driver performs safety-sensitive functions, the department must ensure that the driver undergoes testing for controlled substances in accordance with the DOT Rules.

- a. Departments are not required to administer pre-employment drug tests if the driver has undergone testing with another employer within 6 months for controlled substances' testing, or participated in a random controlled substances' testing program in the previous 12 months (from date of application). Results of such testing should indicate a negative test for controlled substances. In addition, the department must

ensure that no prior employer of the driver of whom the department has knowledge, has records of a violation of the DOT Rules by the driver within the past 6 months.

- b. If a department chooses to waive the pre-employment testing, the DPM must obtain from the driver's previous employers, the following information:
 - (1) Names and addresses of the program(s).
 - (2) Verification that the driver participates or participated in the program(s).
 - (3) Verification that the programs conform to DOT requirements.
 - (4) Verification that the driver is qualified under the DOT Rules, including that the driver has not refused to be tested for controlled substances.
 - (5) The date the driver was last tested for controlled substances.

- (6) The results of any tests taken within the previous 6 months and any other violations of prohibited conduct.

An applicant should be requested to sign a release to allow the department to inquire of applicant's previous employer(s), if the applicant has participated in a testing program, and to obtain results. This information must be obtained and reviewed by the department no later than 14 calendar days after the first time a covered driver performs safety-sensitive functions for the department, if it is not feasible to obtain the information prior to the driver performing safety-sensitive functions. The department may not permit a covered driver to perform safety-sensitive functions after 14 days without obtaining the information.

2. Post-accident Testing - conducted after accidents on safety sensitive employees who have been in an accident involving a human fatality or when a citation has been issued in one of the following situations:
 - There has been bodily injury with the need for immediate medical attention away from the scene, or

- There has been disabling damage to any motor vehicle requiring tow away.

- a. The department must provide drivers with necessary post-accident information, procedures, and instructions, prior to the driver operating a commercial motor vehicle, so that drivers will be able to comply with these requirements.

- b. Alcohol Test. If a BAC test is not administered within two (2) hours following the accident, the supervisor must prepare and maintain a record stating the reasons the test was not promptly administered. If not administered within eight (8) hours following the accident, attempts to test must cease and a record made of the reasons why the test was not administered.

- c. Drug Test. If a controlled substance test is not administered within 32 hours, the supervisor must cease attempts to administer the test, and prepare and maintain a record of why the test was not administered.

- d. A driver subject to post-accident testing must remain available for testing and, if the driver fails to remain available, he/she may be deemed to have refused testing.

- e. Following collection. After returning from the collection site, the driver must not be allowed to perform safety-sensitive functions pending the results of the drug test or if the alcohol concentration is 0.02 or greater.

If the alcohol concentration is 0.02 or greater but less than 0.04, the driver may be allowed to resume safety-sensitive functions not less than 24 hours after the test.

NOTE: Using alcohol within eight (8) hours after an accident, or until tested, is prohibited.

- f. The results of a breath or blood test for the use of alcohol or a urine test for the use of controlled substances conducted by the California Highway Patrol, local law enforcement or other officials having independent authority for the test, meet the DOT requirements provided test results are obtained by the department.

NOTE: Necessary medical attention must not be delayed in order to collect the specimen(s).

3. Reasonable Suspicion Testing - conducted when a trained supervisor or departmental official observes behavior or appearance that is characteristic of alcohol misuse or drug abuse. The supervisor or departmental official must be trained in the detection of possible symptoms of alcohol misuse and drug abuse.

The objective of this test is to identify alcohol and drug affected employees who may pose a danger to themselves and others in their job performance.

Employees may be at work in a condition that raises concern regarding their safety and productivity. A supervisor or departmental official must then make a decision as to whether there is reasonable suspicion to believe an employee is using or has used a prohibited drug or is misusing alcohol based on the following criteria:

- a. The decision to test must be based on a reasonable and articulate belief that the employee is misusing alcohol or is using prohibited drugs on the basis of specific, contemporaneous physical, or performance indicators of

probable alcohol misuse or drug use such as appearance, behavior, speech, or body odors of the individual.

Observations may include indications of chronic and withdrawal effects of controlled substances.

Whenever feasible, reasonable suspicion shall be confirmed by a second supervisor, manager, or other reliable witness.

- b. Alcohol Test. Alcohol testing is to be done while the driver is performing safety-sensitive functions, just before performing safety-sensitive functions, or just after the driver has ceased performing such functions.

If a BAC test is not administered within two (2) hours following observed indicators, the supervisor must prepare and maintain a record stating reasons for the delay. If not administered within eight (8) hours, attempts to test must cease and a record made of the reasons why the test was not administered.

The department must not permit an employee to perform or continue to perform safety-sensitive functions until a) a BAC test is administered and the driver's alcohol concentration

measures less than 0.02, or b) 24 hours have elapsed following the determination that there is reasonable suspicion

to believe that the driver has violated the prohibitions concerning the use of alcohol.

- c. Drug Test. A written record, signed by the supervisor(s) who made the observations, must be made of the observations leading to the reasonable suspicion test immediately, whenever feasible, and in all cases within 24 hours of the observed behavior or before the test results are released, whichever is earlier.

- d. Transport of affected driver. The department will arrange for transportation of employee to a collection site in accordance with the following guidelines:
 - (1) The employee will be driven by someone other than his/her immediate supervisor unless the supervisor and the employee agree that the supervisor is the most suitable person.

(2) Public transportation such as a taxicab may be utilized.

In such a case, the department will provide a suitable person, from the department, to accompany the

individual. Again, the supervisor should not be utilized unless there is agreement with the employee that the supervisor is the most suitable person.

(3) Security personnel from the department may also be utilized for transporting the employee to the collection site.

4. Random Testing - conducted on a random, unannounced basis. The primary objectives of random testing are to deter alcohol misuse and prohibited drug use, and to ensure a drug and alcohol free workplace.

Random alcohol testing will be conducted just before, during, or just after performance of safety-sensitive functions, while random drug testing will be conducted anytime the employee is at work.

The minimum annual percentage rate is set by the Federal Highway Administration. Currently, the rate for random alcohol testing must be 10 percent of the average number of covered employees, and for

drug testing, 50 percent of the covered employees. The test must be spread reasonably over a 12-month period.

NOTE: Each year the FHWA will publish the minimum annual percentage rate for random drug and alcohol testing of covered employees.

The key aspects of the random testing selection process are addressed below:

- a. Random selection of employees for alcohol and drug testing will be in accordance with the procedures described in Appendix A of this policy.
 - b. The DPM is responsible for notifying employees who have been selected for random testing, to proceed to the test-site immediately following notification.
5. Return-to-Duty Testing - conducted when an employee who has violated the prohibited alcohol or drug-use conduct standards returns to performing safety-sensitive duties.
- a. Alcohol Test. The DPM is responsible for ensuring that an

employee who has engaged in conduct prohibited by the DOT Rules concerning the use of alcohol, undergoes a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

- b. Drug Test. For employees who have engaged in conduct prohibited by the DOT Rules concerning the use of controlled substances, a return-to-duty test for controlled substances will be ordered by the Medical Review Officer (MRO). A negative test for controlled substances will be required before the employee can return to performing safety-sensitive functions.
 - c. The MRO or an SAP when applicable, will notify the DPM whether the affected employee can return to performing safety-sensitive functions.
6. Follow-up Testing - when the MRO or another SAP determines that the employee requires assistance in resolving problems associated with alcohol misuse or drug abuse, the employee will be subject to unannounced follow-up testing as directed, for up to 60 months. At least 6 tests will be conducted in the first 12 months after a driver returns to duty. The MRO or the SAP may terminate testing after the 6 tests.

The MRO or SAP when applicable, will notify the DPM of the need for an employee to have follow-up testing and will specify the frequency and duration of such testing.

III. REVIEW OF TEST RESULTS

A. ALCOHOL TESTING

Refer to Appendix C of this policy.

B. DRUG TESTING

The MRO will review and interpret confirmed positive test results for controlled substances obtained from the various testing protocols (i.e. pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and follow-up), and will notify the DPM in writing within 3 business days of making his/her (MRO's) decision.

The MRO will be a licensed physician with knowledge of substance abuse disorders.

Procedures for MRO review of controlled substances' test results are contained in Appendix B of this policy.

IV. CONSEQUENCES OF A POSITIVE TEST/REMOVAL FROM DUTY

- A. Compliance with the County's anti-drug and alcohol misuse prevention program must be a condition for employment in a position that is covered by FHWA regulations.

- B. A covered employee must be removed from a safety-sensitive function under the following conditions:
 - 1. A BAC of 0.04 or greater. A BAC of 0.02 or greater but less than 0.04 will result in the removal from safety-sensitive function for at least 24 hours.

 - 2. Consumption of alcohol within four (4) hours prior to reporting to duty.

 - 3. Refusal to submit to an alcohol or a drug test required by this policy.

 - 4. Possession or use of alcohol or drugs when on duty.

 - 5. Testing positive for drugs.

 - 6. Information from previous employer(s) has not been received within 14 days after the first time safety-sensitive functions have been performed.

7. There is reasonable suspicion the employee may be impaired as shown by behavioral, speech, and performance indicators.
- C. Refusal to take a test will result in the employee's removal from safety-sensitive functions and may constitute a rebuttable presumption that the employee was under the influence of alcohol or drugs at the time of the test.
- D. Additional discipline of an employee found to be in violation of the prohibitions regarding alcohol and controlled drug use specified in the DOT Rules will be in accordance with applicable MOU provisions, and departmental rules and policy.
- E. Testing results are inadmissible in any disciplinary proceeding without an audit trail showing compliance with each aspect of this procedure. Burden of showing compliance is on the County.

V. RETENTION OF RECORDS

Records to be maintained in regard to this program are those specified in Title 49, CFR, Part 382, Subpart D, ' 382.401(c).

Records related to this program will be maintained by the CPM or approved contractor in a secure location with controlled access.

Any records regarding this program which originate with the DPM (e.g. pre-employment, reasonable suspicion documentation, documents generated in connection with decisions on post-accident tests, etc.) will be maintained confidentially in a secure location with controlled access.

VI. REPORTING REQUIREMENTS

The CPM will be responsible for preparation and maintenance of an annual calendar year summary of the results of the County's testing programs in accordance with DOT regulations in Title 49, CFR, Part 382, Subpart D, ' 382.403.

VII. ACCESS TO FACILITIES AND RECORDS

Driver information contained in records required to be maintained under this policy must not be released by the CPM or the DPM except as required by law, or expressly authorized, or required by DOT regulations.

The County will permit access to all facilities utilized in complying with the DOT Rules, to the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the County or any of its drivers.

VIII. PROMULGATION OF POLICY AND PROVISION OF TRAINING

A. EDUCATIONAL MATERIALS

The DPM must ensure that each covered employee receives a copy of this policy and accompanying procedures, and the following additional

information, before the start of alcohol and controlled substances' testing required under the DOT Rules, and to each driver subsequently hired or transferred into a covered position:

1. The name of the DPM to whom questions about the materials can be directed.
2. The categories of covered employees who are subject to the provisions of this policy.
3. A description of what constitutes safety-sensitive functions.
4. Information concerning the effects of using alcohol and controlled substances on an individual's health, work, and personal life; signs and symptoms of problems associated with alcohol misuse or use of controlled substances; and available methods of intervention, including confrontation, referral to the County's EAP and/or referral to management, when a problem with misusing alcohol and/or using controlled substances is suspected. This material is available through the EAP at (213) 887-5300.

B. CERTIFICATE OF RECEIPT

The DPM must require each covered employee to sign a statement certifying receipt of the copy of this policy. The original of the signed statement must be retained by the department, and copy may be provided to the employee.

C. SUPERVISORY TRAINING

Supervisory and departmental staff designated to determine whether a covered employee must be tested for drug or alcohol for reasonable cause must receive training under the anti-drug and alcohol misuse prevention program. These designated individuals must receive at least 60 minutes of training on alcohol misuse and an additional 60 minutes of training on drug use. It must cover physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. This training is available through the County's EAP at (213) 887-5300 or may be obtained from an outside vendor.

IX. REFERRAL, EVALUATION, AND TREATMENT

- A. Employees who have engaged in conduct prohibited by the DOT Rules and have been identified as such, must be advised by the DPM or MRO of the availability of the County's EAP or contract SAP to serve as a resource for names, addresses, and telephone numbers of other SAPs available to provide counseling and treatment programs.

- B. Each employee who engages in conduct prohibited by these Rules must be referred to the EAP or contract SAP to determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use.

If the EAP or other SAP prescribes a program of rehabilitation, the employee must be evaluated by that SAP before returning to duty to determine if the employee has properly followed the rehabilitation program.

- C. A returning employee must be subject to unannounced follow-up testing for alcohol and controlled substances in accordance with Part II D (6) of this policy.
- D. Evaluation and rehabilitation, and assignment of costs of such evaluation and rehabilitation will be made in accordance with the County's Policy on a Drug- Free Workplace.
- E. The requirements of this section with respect to referral, evaluation and rehabilitation, do not apply to applicants who refuse to submit to pre-employment testing for controlled substances, or who have a verified positive pre-employment test for controlled substances.

X. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The County agrees to indemnify, hold harmless and defend the Coalition and each Union signatory to this agreement from any claims or liabilities which may arise as a result of the employee organization entering into this agreement. It is expressly understood that the County of Los Angeles shall choose the counsel, and have control of all phases and aspects of the litigation and the Union's defense including settlement, and that the Union shall cooperate in that defense. The County will not indemnify or defend the Union against any claim that the organization or anyone acting on its behalf improperly or negligently advised, represented, or performed services for an employee with respect to any event subsequent to the effective date of this agreement with respect to the Urine Testing Program, disciplinary proceedings arising from the program, or any other right or liability of the employee related to the program.

APPENDIX APROCEDURES FOR COORDINATING PROGRAM WITH APPROVED VENDOR

The County has arranged for Addiction Medical Consultants, Inc. (AMC) to administer and operate the program. AMC subcontracts with Smith Kline Beacham Clinical Laboratories for specimen collection and analysis for controlled substances and also for collection of breath alcohol. In addition, AMC has a Medical Review Officer (MRO) who will review all substance abuse test results. AMC also provides SAP services and will maintain all D.O.T. required records and will prepare yearly reports as required by D.O.T.

(a) *AMC will provide to all departmental program managers (DPMs) the following:*

- (1) A list of approved collection sites, including after hour sites.
- (2) Referral forms for alcohol and substance abuse testing.

(b) *Identification of Random Pool.*

- (1) County departments must identify those employees who are subject to the provisions of the DOT Rules and identify them in the County-Wide Timekeeping and Personnel Payroll System (CWTAPPS).

- (2) In the "Employee License" screen (Code LIC) of CWTAPPS, the department will enter a code "COMMERCIAL" which will indicate commercial driver's license. (This code shall be entered only for those drivers subject to DOT testing. All other drivers will not be coded).
 - (i) The department will update this field as soon as a new driver is hired, or an employee is transferred or promoted to a position which requires a commercial driver's license and which is covered by DOT regulations.
 - (ii) When an individual is no longer employed in such a position, the department will remove the COMMERCIAL code. (If the code is not removed and the employee is still in service, he/she will be left in the random selection pool and be subject to testing).
 - (iii) For detailed instructions on entering and updating this field, the department should refer to the CWTAPPS manual.
- (c) *Random Selection Process.*
 - (1) AMC will notify DPMs at the beginning of each month of the names of that department's employees who are to have random drug or alcohol tests. The DPM will then have the rest of that month to schedule the employee for testing.

Employees are not to be notified of their scheduled date of testing until the start of that day's shift.

- (2) The DPM will ensure that each selected employee is given an Employee Drug Test Authorization Form and will check off the box for "Random Testing." The DPM will then instruct the employee to go to the nearest collection site for testing.
 - (3) AMC will report immediately and directly back to the DPM of any positive alcohol tests and as soon as practicable within the limits established by the DOT Rules, of any positive substance abuse tests.
- (d) *Pre-employment, Reasonable suspicion, and Follow-up testing*
- (1) The DPM will use the same referral form but will check off the appropriate box for type of testing and will arrange for the applicant or employee to be tested at one of the collection sites.
 - (2) Because the collection sites for pre-employment drug testing are different from the medical examination clinics, the applicant will have to go to two locations to complete his/her pre-employment examination.

- (3) Results from the pre-employment drug testing will be sent by AMC to Occupational Health Programs (OHP) to be merged with the results of the medical examination.
- (4) If the pre-employment drug test results are reported as positive, the individual will be disqualified from the DOT-covered position and Occupational Health Programs will notify the hiring department that the individual has been medically disqualified. For applicants who are current County employees, OHP will apply the provisions of the County's 1992 Drug-Free Workplace Program in regard to offering rehabilitation services and to notification of the employee's current department.

APPENDIX BROLE OF THE MEDICAL REVIEW OFFICER(a) *MRO Responsibilities.*

- (1) The role of the MRO is to review and interpret confirmed positive drug test results obtained through the testing program. In carrying out this responsibility, the MRO must examine alternate medical explanations for any positive test result. This action may include conducting a medical interview with the individual and review of the individual's medical history, or review of any other relevant biomedical factors. The MRO must review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO must not, however, consider the results of urine samples that are not obtained in accordance with DOT regulations.
- (2) The MRO may require that the primary specimen be re-analyzed to verify the accuracy or validity of the test result.
- (3) The duties of the MRO with respect to negative drug tests are purely administrative.

- (4) The MRO will maintain records regarding the program in accordance with Title 49, CFR, Subpart D, Part 382.409.

(b) *Positive Test Results.*

- (1) Prior to making a final decision to verify a positive test result, the MRO must give the individual an opportunity to discuss the test result with him/her.
- (2) The MRO will contact the individual directly, on a confidential basis, to determine whether the employee wishes to discuss the test result. Except as provided in section (b)(5) of this Appendix, the MRO must talk directly with the employee before verifying a test is positive.
- (3) If, after making all reasonable efforts and documenting them, the MRO is unable to reach the individual directly, the MRO must contact the DPM who must direct the individual to contact the MRO as soon as possible.
- (4) If, after making all reasonable efforts, the DPM is unable to contact the employee, the department must follow its policy on dealing with the individual.

- (5) The MRO may verify a test as positive without having communicated directly with the employee about the test in three circumstances:
- (i) the employee expressly declines the opportunity to discuss the test;
 - (ii) the DPM has successfully made and documented a contact with the employee and instructed the employee to contact the MRO, and more than 5 days have passed since the date the employee was successfully contacted by the DPM; or
 - (iii) other circumstances provided for in the DOT Rules.
- (6) If a test is verified positive under the circumstances specified in section (b)(5)(ii) of this Appendix, the employee may present to the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented the employee from timely contacting the MRO. The MRO, on the basis of such information, may re-open the verification allowing the employee to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is legitimate explanation, the MRO declares the test to be negative.

(c) *Re-analysis Authorized.*

The MRO must notify each employee who has a confirmed positive test that the employee has 72 hours in which to request a test of the split specimen.

(1) If the employee requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, the MRO must direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis. If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing or untestable, the MRO must cancel the test and report cancellation and the reasons for it to the DOT, the CPM, and the employee.

(2) If the employee has not contacted the MRO within 72 hours, as provided above, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within 72 hours, the

MRO must direct the re-analysis of the primary specimen or analysis of the split specimen, as applicable, be performed.

- (3) The employee is not authorized to request a re-analysis of the primary specimen.

(d) *Disclosure of information.*

Except as provided below in paragraph (d)(1), the MRO must not disclose to any third party medical information provided by the individual to the MRO as a part of the testing verification process.

- (1) The MRO may disclose such information to the County, a DOT agency or other Federal safety agency, or a physician responsible for determining the medical qualification of the employee under appropriate DOT regulation, as applicable, only if:
- (i) an applicable DOT regulation permits or requires such disclosure;
 - (ii) in the MRO's reasonable medical judgment, the information could result in the employee being determined to be medically unqualified under an applicable DOT agency rule; or
 - (iii) in the MRO's reasonable medical judgment, in a situation in which there is no DOT rule establishing physical qualification standards applicable to the employee, the information indicates that continued

performance by the employee of his or her covered function could pose a significant safety risk.

- (2) Before obtaining medical information from the employee as part of the verification process, the MRO must inform the employee that information may be disclosed to third parties as provided above, in section (d)(1), and the identity of any parties to whom information may be disclosed.

APPENDIX CBREATH ALCOHOL TESTING PROCEDURES(a) *Locations for Breath Alcohol Testing.*

- (1) The County will identify breath alcohol testing locations which will be required to meet provisions set forth in Title 49, CFR, Part 40, Subpart C. Specifically, they will be required to have all necessary personnel, materials, equipment for breath testing that will be provided at the location where testing is conducted. Covered employees will be directed to these sites to participate in alcohol breath testing in accordance with procedures set forth in Title 49, CFR, Part 40, Subpart C.
- (2) In unusual circumstances (e.g. when it is essential to conduct a test outdoors at the scene of an accident), a test may be conducted at a location that does not fully meet the requirements of paragraph (a)(1) above. In such a case, all effort will be made to provide visual and aural privacy to the employee to the greatest extent practicable.
- (3) The Breath Alcohol Technician (BAT) will supervise only one employee's use of the Evidential Breath Testing (EBT) device at a time. The BAT will not leave the alcohol testing location while the testing procedure for a given employee is in progress.

(b) *The Breath Alcohol Testing Form.*

- (1) A Breath Alcohol Testing Form prescribed by DOT will be used for maintaining the breath alcohol test results. A copy of the Form is located in the Forms' section. This Form cannot be revised or modified except that a form directly generated by an EBT may omit the space for affixing a separate printed result to the Form.
- (2) The Form will provide triplicate copies. Copy 1 (white) will be retained by the BAT. Copy 2 (green) will be provided to the employee. Copy 3 (blue) will be transmitted to the keeper of records, Addiction Medical Consultants, Inc. (AMC). Except for the Form generated by an EBT, the size of the Form must be 82 by 11 inches in size.

(c) *Preparation for Breath Alcohol Testing.*

- (1) The BAT will require a positive identification of the employee, either through a photo I.D. card or by a departmental representative.
- (2) If requested by the employee, the BAT must provide a positive identification to the employee.
- (3) The BAT must explain the testing procedure to the employee.

(d) *Procedures for Screening Tests.*

- (1) The BAT must complete Step 1 on the Breath Alcohol Testing Form. The employee must then complete Step 2 on the Form, and sign the certification. Refusal by the employee to sign the certification will be regarded as refusal to take the test.
- (2) After the BAT attaches an individually-sealed mouthpiece (opened in view of the employee) to the EBT device, the BAT will instruct the employee to blow forcefully into the mouthpiece until the EBT device indicates that adequate breath has been obtained.
- (3) If the EBT device has capability to print the Breath Alcohol Testing Form, the BAT must ensure, before administering the test, that both BAT and employee read the sequential number displayed by the device. Following the test, the BAT must show the employee the result displayed on the EBT device.

If the EBT device generates a printed result, but does not print it directly onto the Breath Alcohol Testing Form, the BAT must show the employee the result displayed on the EBT device and affix the result printout to the Breath Alcohol Testing Form in the designated space, using a method that will provide clear evidence of removal (such as tamper-evident tape).

If the EBT device lacks printing capabilities, the BAT must show the employee the result displayed on the EBT device, complete Step 3 of the Breath Alcohol Testing Form, and make required entries in the log book. The employee must initial the log book entry.

- (4) If the screening test reveals a BAC of 0.02 or greater, a confirmation test will be performed.
- (e) *Procedures for Confirmation Test.*
- (1) The employee must be instructed not to eat, drink, put any object or substance into his or her mouth, and to the extent possible, not belch during the 15-minute waiting period between the completion of the screening test and the beginning of the confirmation test.
 - (2) This test must be performed within 30 minutes of the completion of the screening test.
 - (3) If the screening and confirmation test results are not identical, the confirmation result is deemed to be final.

- (4) The BAT must ensure, before administering the test, that both BAT and employee read the sequential number displayed by the device. If the EBT device has capability to print the test results directly onto the Breath Alcohol Testing Form, the BAT must show the employee the result displayed on the EBT device.

If the EBT device generates a printed result, but does not print it directly onto the Breath Alcohol Testing Form, the BAT must show the employee the result displayed on the EBT device, and affix the test result printout to the Breath Alcohol Testing Form in the designated space using a method that will provide clear evidence of removal.

- (5) Failure to sign in Step 4 of the Form must not be considered a refusal to be tested, and the BAT must note the employee's failure to sign in the remarks section of the Breath Alcohol Testing Form.
- (6) The BAT at the collection site will transmit all results to AMC in a confidential manner in writing, by telephone, or electronic means.

NOTE: If an employee is accompanied to the alcohol testing location by an authorized departmental representative, then the authorized representative may observe the testing procedure(s), and the BAT will provide the test results (Copy 3 of the Breath Alcohol Testing Form) directly to the authorized

representative.

In case of a confirmed positive test, the results will be transmitted immediately to AMC or the accompanying authorized departmental representative in order to prevent the employee from performing safety-sensitive functions.

(f) *Refusal to Test and Uncompleted Test.*

Refusal to complete and sign the Breath Alcohol Testing Form (Step 2 only), to provide breath or an adequate amount of breath, or otherwise to cooperate with the testing process in a way that prevents completion of the test, will be noted by the BAT in the remarks section of the Breath Alcohol Testing Form. The testing process will be terminated and the BAT will immediately notify AMC.

(g) *Inability to Provide an Adequate Amount of Breath.*

(1) The BAT must instruct the employee to attempt to provide an adequate amount of breath. If the employee refuses to make an attempt, the BAT will immediately inform AMC.

(2) If the employee attempts and fails to provide an adequate amount of breath, the BAT will so note in the remarks section of the Breath Alcohol Testing Form and immediately inform AMC who will direct the employee to obtain an evaluation from a licensed physician concerning the employee's medical

ability to provide an adequate amount of breath.

- (3) If the physician provides a written statement that a medical condition exists to preclude an adequate amount of breath, it will not be regarded as a refusal to take a test. If the physician is unable to determine a medical condition exists to provide an adequate amount of breath, it will be regarded as a refusal to take a test.

APPENDIX DURINE SPECIMEN COLLECTION PROCEDURES

- (a) *Scope - Drugs Covered.* The DOT drug testing regulations require that testing be conducted for marijuana, cocaine, amphetamines, opiates, and phencyclidine (PCP). Urine specimens collected under this policy will be used only to test for controlled substances designated or approved for testing in accordance with the DOT Rules and will not be used to conduct any other analysis or test.
- (b) *Designation of Collection Site.* The County will identify collection sites which will be required to meet provisions set forth in 49 CFR Part 40, Subpart B. Specifically, they will be required to have all necessary personnel, materials, equipment, facilities and supervision to provide the collection, security, temporary storage, and shipping or transportation of specimens to a DHHS-certified drug testing laboratory. Covered employees will be directed to provide urine specimens at these sites in accordance with procedures set forth in 49 CFR Part 40, Subpart B.
- (c) *Privacy.*
- (1) Procedures for collecting urine samples will allow for individual privacy unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided, as further described below.

- (2) The following circumstances are the exclusive grounds constituting a reason to believe that the individual may alter or substitute the specimen:
- (i) the employee presents a urine sample that falls outside the normal temperature range (32E-38EC/90.0E-100.0EF), and
 - (A) the employee declines to provide a measurement of oral body temperature immediately after the specimen is collected and the collection site person inspects the specimen to determine its color and look for any signs of contaminants, or
 - (B) the oral body temperature varies by more than 1EC/1.8EF from the temperature of the specimen;
 - (ii) the last urine specimen provided by the employee (i.e., on a previous occasion) was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration of 0.2 grams/Liter;
 - (iii) the collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (e.g., substitute urine in plain view, blue dye in specimen presented, etc.);
or

- (iv) the employee has previously been determined to have used a controlled substance without medical authorization and the particular test was being conducted under a DOT regulation providing for follow-up testing upon or after return to service.
- (3) A designated department representative, must review and concur in advance with any decision by a collection-site person to obtain a specimen under the direct observation of a same gender collection-site person based upon the circumstances described above in section (c)(2) of this Appendix.
- (d) *Integrity and Identity of Specimen.* The collection-site person must take precautions to ensure that a urine specimen is not adulterated or diluted during the collection procedure, and that information on the collection container and the drug testing custody and control form can identify the individual from whom the specimen is obtained. The following minimum precautions will be taken to ensure that unadulterated specimens are obtained and correctly identified:
 - (1) To deter the dilution of specimens at the collection site, toilet bluing agents will be placed in toilet tanks wherever possible, so the reservoir of water in the toilet bowl always remains blue. Where practicable, there will be no other source of water (e.g., no shower or sink) in the enclosure where urination occurs. If there is another source of water in the enclosure, it will

be effectively secured or monitored to ensure it is not used as a source for diluting the specimen.

- (2) When an employee arrives at the collection site, the collection-site person must ensure that the employee is positively identified as the individual selected for testing (e.g., through presentation of photo identification or identification by the department's representative). If the employee's identity cannot be established, the collection-site person will not proceed with the collection. If the employee requests the collection-site person must show his/her identification to the employee.
- (3) The collection-site person will ask the employee to remove any unnecessary outer garments such as a coat or a jacket that might conceal items or substances that could be used to tamper with or adulterate the employee's urine specimen. The collection-site person must ensure that all personal belongings of the employee, such as a purse or briefcase remain with the employee's outer garments. The employee may retain his/her wallet. If the employee requests it, the collection-site person must provide the employee a receipt for any personal belongings.
- (4) The employee will be instructed to wash and dry his/her hands prior to providing a sample.

- (5) After washing hands, the employee will remain in the presence of the collection-site person and will not have access to any water fountain, faucet, soap dispenser, cleaning agent, or any other materials which could be used to adulterate the specimen.
- (6) The employee may provide his/her sample in the privacy of a stall or otherwise partitioned area that allows for individual privacy. The collection-site person will provide the employee with a specimen bottle or collection container, if applicable, for this purpose.
- (7) The collection-site person will note any unusual behavior or appearance on the drug testing custody and control form.
- (8) In the exceptional event that a County-designated collection site is not accessible and there is an immediate requirement for specimen collection (e.g., a situation requiring a post-accident test), a public rest-room may be used according to the following procedures:
 - (i) A collection-site person of the same gender as the employee must accompany the employee into the public rest-room which must be made secure during the collection procedure. If possible, a toilet bluing agent must be placed in the bowl and any accessible toilet tank. The collection-site person must remain in the rest-room, but outside the stall, until the specimen is collected. If no bluing agent is

available to deter specimen dilution, the collection-site person will instruct the employee not to flush the toilet until the specimen is delivered to the collection-site person. After the collection-site person has possession of the specimen, the employee will be instructed to flush the toilet and to participate with the collection-site person in completing the chain-of-custody procedures.

(9) *Split Sample.*

- (i) Since the County is subject to drug testing Rules promulgated by the FHWA, it is required to use the "split sample" method of urine collection for drug testing. Under this method, the employee will be required to provide at least 45 milliliters (mL) of urine.
- (ii) (A) The employee will be asked to provide a sample in a collection container or a specimen bottle capable of holding at least 60 mL.
 - (B) 1) If a collection container is used, the collection site person, in the presence of the donor, will pour the urine in two specimen bottles. Thirty (30) mL will be poured into one bottle, to be used as the primary specimen. At least 15 mL will be poured into the other bottle, to be used as the split specimen.

- 2) If a single specimen bottle is used as a collection container, the collection site person, in the presence of the donor, will pour 15 mL of urine from the specimen bottle into a second specimen bottle (to be used as the split specimen) and retain the remainder (at least 30 mL) in the collection bottle (to be used as the primary specimen).
- (C) Both bottles will be shipped in a single shipping container, together with copies 1, 2, and the split specimen copy of the chain-of-custody form, to the laboratory.
 - (D) If the test result of the primary specimen is positive, the employee can request the MRO to direct the split specimen be tested in a different DHHS-certified laboratory for the presence of the drug(s) tested positive in the primary specimen. The MRO must honor the request if it is made within 72 hours of the employee having been notified of a verified positive test.
 - (E) When the MRO informs the laboratory in writing that the employee has requested a test of the split specimen, the laboratory must forward, to a different DHHS-approved laboratory, the split specimen bottle, with seal intact, a copy of

the MRO's request, and the split specimen copy of the chain-of-custody form with appropriate chain-of-custody entries.

- (F) The result of the test of the split specimen will be transmitted by the second laboratory to the MRO.
 - (G) Action required by DOT regulations as a result of a positive drug test (e.g., removal from performing a safety-sensitive function) will not be stayed pending the result of the split specimen.
 - (H) If the result of the test of the split specimen fails to reconfirm the presence of drug(s) or drug metabolite(s) found in the primary specimen, the MRO must cancel the test, and report the cancellation and the reason for it to the DOT, the DPM, and the employee.
- (iii) Upon receiving the specimen from the individual, the collection-site person will determine if there are at least 30 mL of urine for the primary specimen bottle and an additional 15 mL for the split specimen bottle.

- (A) If the individual is unable to provide the necessary quantity of urine, the collection site person will instruct the individual to drink up to 40 ounces of fluids during a period of up to three (3) hours, and again attempt to provide a complete sample using a fresh collection container.
 - (B) The original insufficient specimen will be discarded.
 - (C) If the employee is still unable to provide an adequate specimen, the insufficient specimen will be discarded, testing discontinued, and AMC so notified. The MRO will refer the individual for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine or constitutes a refusal to test. Upon completion of the examination, the MRO must report his/her conclusions to the DPM in writing.
 - (D) In pre-employment testing, if the County does not wish to hire the individual, the MRO is not required to make a referral.
- (10) After the specimen is provided and submitted to the collection-site person, the employee must be allowed to wash his/her hands.

- (11) Immediately after the specimen is collected, the collection-site person will measure the temperature of the specimen. The temperature must be taken within 4 minutes of urination.
- (12) A specimen temperature outside the range of 32E-38EC/90E-100EF constitutes a reason to believe that the employee has altered or substituted the specimen. In such cases, the employee may volunteer to have his/her oral temperature taken to provide evidence to counter the reason to believe he/she may have altered or substituted the specimen.
- (13) Immediately after the specimen is collected, the collection-site person must also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings will be noted on the urine custody and control form.
- (14) All specimens suspected of being adulterated will be forwarded to the laboratory for testing.
- (15) Whenever there is reason to believe that an individual has altered or substituted the specimen, a second specimen will be obtained as soon as possible under the direct observation of a collection-site person of the same gender.

- (16) Both the individual being tested and the collection-site person, will keep the specimen in view at all times prior to it being sealed and labeled. The specimen will be sealed (by placement of a tamper-proof seal over the bottle cap and down the sides of the bottle) and labeled in the presence of the employee. If the specimen is transferred to a second bottle, the collection-site person will request the individual to observe the transfer of the specimen and the placement of the tamper-proof seal over the bottle cap and down the sides of the bottle.
- (17) The collection-site person and the individual being tested must be present at the same time during procedures outlined in Paragraphs (d)(18)-(d)(21).
- (18) The collection-site person must place securely on the bottle an identification label which contains the date, the individual's specimen number, and any other identifying information provided or required by the County. If separate from the label, the tamper-proof seal must be also applied.
- (19) The individual must initial the identification label on the specimen bottle for certifying that the specimen collected is from him/her.
- (20) The collection-site person must enter all information identifying the specimen on the drug testing custody and control form, and must sign the form

certifying that the specimen collection was conducted according to applicable Federal requirements.

- (21) (i) The individual will be asked to read and sign a statement on the form certifying that the specimen identified as having been collected from him/her is in fact the specimen he/she provided.
 - (ii) When specified by DOT regulations or required by the collection site (other than a County site) or by the laboratory, the employee may be required to sign a consent or release form authorizing the collection of the specimen, analysis of the specimen for designated controlled substances, and release of the results to the employer. The employee may not be required to waive liability with respect to negligence on the part of any person participating in the collection, handling, or analysis of the specimen, or to indemnify any person for the negligence of others.
- (22) The collection-site person will complete the chain-of-custody portion of the form, and prepare the specimen for shipment. If the specimen is not immediately prepared for shipment, the collection site person must ensure that it is appropriately safeguarded during temporary storage.

- (23) The collection-site person cannot leave the collection site in the interval between presentation of the specimen by the employee and securement of the sample with an identifying label bearing the employee's specimen identification number (shown on the urine custody and control form) and seal initialed by the employee. If it becomes necessary for the collection site person to leave the site during this interval, the collection will be nullified and, at the election of the Addiction Medical Consultants, Inc., a new collection begun.
- (e) *Failure to cooperate.* If the employee refuses to cooperate with the collection process, the collection-site person will inform Addiction Medical Consultants, Inc. and will document the non-cooperation on the drug testing custody and control form.
- (f) *Employee Requiring Medical Attention.* If the sample is being collected from an employee in need of medical attention (e.g., as part of a post-accident test given in an emergency medical facility), necessary medical attention will not be delayed in order to collect the specimen.

APPENDIX ELABORATORY PROCEDURES

- (a) *Security and Chain-of-Custody.* The drug testing laboratories will be required to be secure at all times. They will be required to use chain-of-custody procedures to maintain control and accountability of specimens from receipt through completion of testing, reporting of results during storage, and continuing until final disposition of specimens.
- (b) *Receiving.*
- (1) Shipments of specimens received by the laboratories will be checked for tampering and chain-of-custody information. The specimens will be retained in the laboratories until all analyses have been completed.
 - (2) If the laboratory observes that the split specimen is untestable, inadequate, or unavailable for testing, the laboratory must nevertheless test the primary specimen. The laboratory does not inform the MRO of the untestability, inadequacy, or unavailability of the split specimen until and unless the primary specimen is a verified positive test and the MRO has informed the laboratory that the employee has requested a test of the split specimen.

- (3) The laboratory will log in the split specimen, with the split specimen bottle seal remaining intact, and store the sample securely. If the result of the test of the primary specimen is negative, the laboratory may discard the split specimen. If the result of the test of the primary specimen is positive, the laboratory must retain the split specimen in storage for 60 days from the date which the laboratory acquires it (see section (h) of this Appendix). Following the end of the 60-day period, if not informed by the MRO that the employee has requested a test of the split specimen, the laboratory may discard the split specimen.
- (4) When directed in writing by the MRO to forward the split specimen to another DHHS-certified laboratory for analysis, the second laboratory must analyze the split specimen by GC/MS to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen. Such GC/MS confirmation must be conducted without regard to cutoff levels of section (f) of this Appendix. The split specimen must be retained in long-term storage for one (1) year by the laboratory conducting the analysis of the split specimen (or longer if litigation concerning the testing is pending).
- (c) *Short-term refrigerated storage.* Specimens that do not receive an initial test within 7 days of arrival at the laboratory will be placed in secure refrigeration units.

(d) *Specimen Processing.* When conducting tests, every batch of specimens is required to have an appropriate number of standards for calibrating instruments and a minimum of 10 percent controls. Both quality control and blind performance test samples are required to appear as ordinary samples to laboratory analysts.

(e) *Initial Test.*

(1) The initial test will be an immunoassay which meets the requirement of the Food and Drug Administration for commercial distribution. The following initial cutoff levels will be used when screening specimens to determine whether they are negative for the five drugs for which testing is required.

	Initial test cutoff levels (ng/ml)
Marijuana metabolites	50
Cocaine metabolites.....	300
Opiates metabolites.....	¹ 300
Phencyclidine	25
Amphetamines	1,000

¹ 25 ng/ml if immunoassay specific for free morphine

- (2) These cutoff levels are subject to change by the DHHS as advances in technology or other considerations warrant identification of these substances at other concentrations.

(f) *Confirmatory Test.*

- (1) All specimens identified as positive on the initial test will be confirmed using GC/MS techniques at the cutoff values listed below for each drug. All confirmations will be by quantitative analysis. Concentrations which exceed the linear region of the standard curve will be documented in the laboratory record as "greater than highest standard curve value."

	Confirmatory test cutoff levels (ng/ml)
Marijuana metabolites ²	15
Cocaine metabolites ³	150
Opiates:	
Morphine	300
Codeine	300
Phencyclidine.....	25

² Delta-9-tetrahydrocannabinol-9-carboxylic acid.

³ Benzoylcegonine

Confirmatory test cutoff
levels (ng/ml)

Amphetamines:

Amphetamine	500
Methamphetamine ⁴	500

(2) These cutoff levels are subject to change by the DHHS as advances in technology or other considerations warrant identification of these substances at other concentrations.

(3) *Retention Of Samples.*

(i) Samples that yield positive results on confirmation must be retained by the laboratory in properly secured, long-term, frozen storage for at least 365 days.

(ii) Within this 365 day period, the employee or designated representative, DOT agency or other State agencies with jurisdiction, or the County may request in writing that the sample be retained for an additional period. If the laboratory does not receive the request to retain the sample within the 365- day period, the sample may be discarded.

(g) *Reporting Results.*

- (1) The laboratory will report test results to the County's MRO within an average of 5 working days after receipt of the specimen by the laboratory. Before any test result is reported (the results of initial tests, confirmatory tests, or quality control data), it will be reviewed, and the test certified as an accurate report by the laboratory's responsible individual. The report will identify the drugs/metabolites for which tests are conducted, whether results are positive or negative, the specimen number assigned by the County, and the drug testing laboratory specimen identification number.
- (2) The laboratory will report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive will be reported positive for a specific drug.
- (3) The MRO may request from the laboratory and the laboratory must provide quantitation of test results. The MRO must report whether the test is positive or negative and may report the drug(s) for which there was a positive test, but will not disclose the quantitation of test results to the department. The MRO may reveal the quantitation of a positive test result to the department, the employee, or the decision maker in a lawsuit, grievance, or other

⁴ Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml

proceeding initiated by or on behalf of the employee, and arising from a verified positive test.

- (4) The laboratory may transmit results to the MRO by various electronic means (e.g., teleprinter, facsimile, or computer) in a manner designed to ensure confidentiality of the information. Results may not be provided verbally by telephone. The laboratory and Addiction Medical Consultants, Inc. (AMC) will ensure the security of data transmission and limit access to any data transmission, storage, and retrieval system.
- (5) The laboratory will send only to the MRO the original or a certified true copy of the drug testing custody and control form (part 2), which, in the case of a report positive for drug use, will be signed (after the required certification block) by the individual responsible for day-to-day management of the drug testing laboratory or the individual responsible for attesting to the validity of the test reports, and attached to which shall be a copy of the test report.
- (6) The laboratory will provide to Addiction Medical Consultants, Inc. (AMC) an aggregate quarterly statistical summary of urinalysis testing of the County's employees not more than 14 calendar days after the end of the quarter covered by the summary. Laboratory confirmation data only must be included from test results reported within the quarter. The summary must contain only the following information:

- (i) Number of specimens received for testing;
- (ii) Number of specimens confirmed positive for:
 - 1. Marijuana metabolite
 - 2. Cocaine metabolite
 - 3. Opiates;
 - 4. Phencyclidine;
 - 5. Amphetamines;
- (iii) Number of specimens for which a test was not performed.

Quarterly reports will not contain personal identifying information or other data from which it is reasonably likely that information about individuals' tests can be readily inferred. If necessary, in order to prevent disclosure of such data, the laboratory will not send such a report until data are sufficiently aggregated to make such an inference unlikely. In any quarter in which a report is withheld for this reason, or because no testing was conducted, the laboratory must so inform AMC in writing.

- (7) The laboratory will make available copies of all analytical results for County's drug testing programs when requested by DOT with regulatory authority over the County.

- (8) All records pertaining to a given urine specimen will be retained by the drug testing laboratory for a minimum of 2 years.
- (h) *Long-Term Storage.* Long-term storage (-20 C or less) ensures that positive urine specimens will be available for any necessary retest during administrative or disciplinary proceedings. Drug testing laboratories must retain and place in properly secured long-term frozen storage for a minimum of 1 year all specimens confirmed positive, in their original labeled specimen bottles. Within this 1-year period, the AMC (or other person designated in a DOT agency regulation) may request the laboratory to retain the specimen for an additional period of time, but if no such request is received the laboratory may discard the specimen after the end of 1 year, except that the laboratory will be required to maintain any specimens known to be under legal challenge for an indefinite period.
- (i) *Retesting Specimens.* Because some analytes deteriorate or are lost during freezing and/or storage, quantitation for a retest is not subject to a specific cutoff requirement but must provide data sufficient to confirm the presence of the drug or metabolite.
- (j) *Laboratory facilities.*
- (1) Laboratory facilities will comply with applicable provisions of any State licensing requirements.

- (2) Laboratories certified in accordance with DHHS Guidelines must have the capability, at the same laboratory premises, of performing initial and confirmatory tests for each drug or metabolite for which service is needed.
- (k) *Documentation.* The drug testing laboratories will maintain and make available for at least 2 years, documentation of all aspects of the testing process. This 2-year period may be extended upon written notification by DOT or by the County. The required documentation will include personnel files on all individuals authorized to have access to specimens; chain-of-custody documents; quality assurance/quality control records; procedure manuals; all test data (including calibration curves and any calculation used in determining test results); reports; records on performance testing; performance on certification inspections; and hard copies of computer-generated data. The laboratory will maintain documents for any specimen known to be under legal challenge for an indefinite period.
- (l) *Additional Requirements for Certified Laboratories.* The laboratory must not enter into any relationship with the County's MRO that may be construed as a potential conflict of interest or derive any financial benefit by having the County use a specific MRO.

ACRONYMS

AMC	Addiction Medical Consultants, Inc.
BAC.....	Breath Alcohol Concentration
BAT	Breath Alcohol Technician
CDL.....	Commercial Driver's License
CFR.....	Code of Federal Regulations
CPM	County's Program Manager
DHHS.....	Department of Health and Human Services (Federal)
DHR	Department of Human Resources (County)
DOT.....	Department of Transportation (Federal)
DPM.....	Department Program Manager
EAP	County Employee Assistance Program
EBT	Evidential Breath Testing
FHWA	Federal Highway Administration
GC/MS	Gas chromatography/mass spectrometry
mL.....	Milliliters
MRO.....	Medical Review Officer
ng/ml	nanograms/milliliter
OTETA.....	Omnibus Transportation Employee Testing Act (Federal)
SAP	Substance Abuse Professional

ARTICLE 37 TERMINATION PAY

The parties agreed to study and implement roll over of termination pay (time certificates) into a tax qualified plan by July 1, 2005.

In November 2004, the Termination Pay Pick Up Plan (TPP) was implemented to tax defer termination pay (time certificates). Effective May 31, 2006, the TPP ceased accepting new applications pending further IRS guidance.

Pending the outcome of the IRS guidance, management shall continue to work with the CCU to have the TPP comply with the new regulations; otherwise, investigate alternatives for the tax deferral of termination pay.

ATTACHMENT ASUMMARY DESCRIPTION OF THE CHOICES PLAN

The Choices Plan will be operated as a cafeteria benefit plan pursuant to Section 125 of the Internal Revenue Code.

The parties jointly agree that the Coalition of County Unions (CCU) will establish an IRS qualified mandatory Retiree Medical Trust, and the costs of establishing the Trust shall be at no cost to the County. The Trust shall be administered by the CCU. The County agrees to transfer on a pre-tax basis the employees' non-elective income contributions to the Trust. The CCU agrees to indemnify and hold harmless the County from any liabilities of any nature which may arise as a result of the operation of the Trust, except for the obligation of the County to make and report the non-elective transfer of employees' income contributions as described herein.

In addition, the parties agree to reopen the CCU Fringe MOU in the event LACERA fails to adopt the parties jointly recommended changes to the Retiree Health Program.

PLAN YEAR

The Choices Plan became effective on July 1, 1989 pursuant to mutual agreement between the County and the Coalition. The Plan operates on a "Plan Year" basis as required by Section 125. The first Plan Year (hereinafter referred to as the "1989 Plan Year") consists of the six-month period spanning July 1, 1989, through December 31, 1989.

The second Plan Year (hereinafter referred to as the "1990 Plan Year") consists of the 12-month period spanning January 1, 1990, through December 31, 1990. The third Plan Year will be January 1, 1991, through December 31, 1991. It is the intent of the parties that all subsequent Plan Years and periods of coverage will consist of twelve (12) months, January 1 through December 31, of each year.

ELIGIBLE EMPLOYEES

Eligible employees will include all full-time permanent employees who are: 1.) represented by the Coalition; 2.) employees in bargaining units covered by the Coalition Fringe Benefit Memorandum of Understanding; and 3.) non-represented employees who are ineligible to participate in the County's Flexible Benefit Plan for non-represented employees. For purposes of this Plan, "full-time permanent employee" means any employee appointed to an "A", "D", "M," or "N" item, as defined in Title 6 of the County Code. An eligible employee shall become a "Participant" in the Choices Plan upon meeting all of the requirements for participation set forth below.

HOW THE PLAN WORKS

It is the purpose of the Choices Plan to allow Participants to choose among the various benefits contained within the Plan in a manner that best meets their personal needs, and, further, to choose, to the maximum extent permitted by applicable law, between taxable and nontaxable compensation. The benefit options available, and various rules relating to those options are set forth below:

1. HEALTH INSURANCE: Participants may purchase one of the following County-sponsored, or County-approved union-sponsored, health insurance plans.

(Beginning plan year 2008, pediatric office/urgent care co-pays will be zero dollars (\$0) for children up to age five (5)):

- a. Kaiser Foundation Health Plan

Effective January 1, 2008, a \$10.00 mandatory office/urgent care co-pay, a \$10.00-generic/ \$20.00-brand name prescription co-pay and a \$50.00 emergency room co-pay for the Kaiser health plan.

- b. Cigna Health Plans

Effective January 1, 2008, Choices will no longer offer Cigna's PPO as one of the Medical Plan selections.

Effective January 1, 2008, a mandatory \$10.00 office/urgent care co-pay and a \$10.00 generic/\$20.00 brand name prescription plan. Effective January 1, 2007, \$25.00 urgent care co-pay and a \$50.00 emergency room co-pay.

- c. California Association of Professional Employees (CAPE) Health Plan.

- d. Los Angeles County Fire Fighters Local 1014 Health and Welfare Plan.
- e. Association for Los Angeles Deputy Sheriffs (ALADS) Health Plan.

Enrollment Rules:

- a. The two County-sponsored health insurance plans (Plans (a) and (b) above) will be fully open to all Participants, and their dependents, with no evidence of insurability required. The premiums in effect on January 1 of each Plan Year for the County-sponsored health insurance plans will remain unchanged for the duration of that Plan Year unless mid-year premium increases are required due to imposition of state or federal taxes. The premiums for the County-approved union-sponsored health insurance plans may be adjusted during each Plan Year at the request of the sponsoring union, subject to approval by the County.
- b. The CAPE Health Plan will be available to all Choices Participants, and their dependents, subject to evidence of insurability as required by CAPE.
- c. The Fire Fighters Plan is only available to Fire Fighter personnel who are members of Local 1014. It will be open to new hires (i.e., Fire Fighter recruits still within their first 60 days of employment), and their dependents, and to veteran Local 1014 members, and their dependents, with evidence of insurability as required by Local 1014.

- d. The ALADS Health Plan is only available to Peace Officers who are eligible to be members of ALADS and Lifeguards and any employee in a bargaining unit represented by PPOA, including #621 and #614. It will be fully open to members of those groups, and their dependents, with no evidence of insurability required.

- e. Every Participant in the Choices Plan must be enrolled in one of the above plans or certify that he/she has other health insurance coverage through another employer, retirement plan, or Medicare to receive the waiver contribution. Such certification must state the name of the other insurance plan, name of the employer or retirement plan, and the name, SSN and medical record number of the subscriber.

Beginning in January 2015, participants may decline coverage to enroll in an individual health insurance plan (including enrolling in health insurance coverage through a health care exchange); however, there will be no waiver contribution for participants who choose to decline coverage and enroll in an individual plan.

The provisions of the above paragraph shall not apply to participants who decline coverage and enroll in an individual health insurance plan prior to January, 2014.

The County agrees to indemnify and hold the members of the Coalition harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this section.

Effective January 1, 2011, in the event a participant fails to provide the required health insurance certification, they will be enrolled by default into a health insurance plan as follows:

- Participants represented by CAPE will be enrolled in the lowest cost CAPE health insurance plan subject to the terms of subsection b.
- Participants eligible for participation in the Local 1014 plan will be enrolled in the lowest cost Local 1014 health insurance plan subject to the terms of subsection c.
- Participants eligible for participation in the ALADS Health Plan will be enrolled in the lowest cost ALADS health insurance plan subject to the terms of subsection d.
- All other participants will be enrolled in the lowest cost County-sponsored Choices health insurance plan.

2. DENTAL INSURANCE: Choices Participants may purchase one of the following County-sponsored dental plans:
- a. Delta Dental
 - b. DELTACare
 - c. Safeguard Dental Plan

Enrollment rules: All three dental plans will be fully open to all Participants. As with health insurance, every Participant must be enrolled in one of the above dental plans or certify that he/she has other dental coverage. Such certification shall require the name of the dental plan, the name of the subscriber and the Social Security number of the subscriber. The premiums in effect on January 1 of each Plan Year for the dental plans will remain unchanged for the duration of each Plan Year, unless mid-year adjustments are required due to imposition of state or federal taxes, or unless adjustments are otherwise agreed to by the County and Coalition.

Beginning January 1, 2007, the premiums for these plans will be on a three tier basis.

County contribution subsidy rates for Delta Dental during the term of the agreement as follows:

	<u>2014</u>	<u>2015</u>
Employee Only	\$20.59	\$20.59
Employee plus one dependent	\$36.02	\$36.02
Employee plus two or more dependents	\$56.58	\$56.58

If the County discontinues the buy down of Delta Dental, the cost of such buy down will be added proportionately to the contribution rate of all Choices participants, whether such participants purchase Delta Dental or not.

3. **LIFE INSURANCE:** All Choices Participants will automatically receive \$2,000 of term life insurance coverage if they are members of Retirement Plan A, B, C, or D and \$10,000 of term life insurance coverage if they are members of Retirement Plan E. This coverage is fully paid by the County outside of the Choices Plan.

Participants may purchase optional County-sponsored term life insurance in amounts up to –eight times their annual salary. The County will subsidize the three-year rate guarantee for optional term life quoted by the insurer at a 15% subsidized rate for the term of this agreement. Employees in Retirement Plan E may purchase up to \$40,000 of this coverage on a pretax basis through the Plan. Employees in Retirement Plan A, B, C, or D, may purchase up to \$48,000 of coverage on a pretax basis through the Plan. Coverage in excess of \$40,000 or \$48,000, whichever is applicable, must be purchased on an after-tax basis outside the Plan.

Employees may elect to purchase optional life insurance in increments of \$5,000 to a maximum of \$20,000 for their spouse or domestic partner. The effective date of this option is January 1, 2005. Additional coverage of lesser amounts is available for dependents and domestic partners.

The premiums in effect on January 1 of each plan year for the life insurance program will remain unchanged for the duration of that Plan Year, unless mid-year adjustments are required due to imposition of state or federal taxes.

4. ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:

Participants may purchase County-sponsored AD&D insurance in specified amounts from \$10,000 to \$250,000, but not more than ten times their annual salary. Additional coverage in lesser amounts is available for dependents.

Enrollment Rules:

Participants may increase or decrease coverage, or continue existing coverage. No evidence of insurability is required. The premiums in effect on January 1 of each plan year for the AD&D program will remain unchanged for the duration of that Plan Year, unless mid-year adjustments are required due to imposition of state or federal taxes.

5. HEALTH CARE SPENDING ACCOUNT: Each Participant may allocate from \$10.00 to \$200.00 per month to a Health Care Spending Account. Changes to these limits for subsequent Plan Years shall be recommended by the Committee. Money allocated to a Health Care Spending Account may be expended on behalf of a Participant, or of his/her dependents, for "medical expenses," as defined in the Internal Revenue Code, incurred during the current Plan Year. Payments for such expenditures will be made directly to the Participants pursuant to claims procedures established by the Committee. Such procedures will provide that claims must be submitted no later than six months after the close of the Plan Year in which the medical expenses were incurred.

Effective with Plan Year 2014, up to \$500.00 of unused Health Care Spending Account funds from the prior Plan Year will be carried over to the next Plan Year.

6. DEPENDENT CARE SPENDING ACCOUNT:
- a. Each Participant may allocate from \$10.00 to \$400.00 per month to a Dependent Care Spending Account. Increases or decreases in the limits will be recommended by the Committee. Money allocated to a Dependent Care Spending Account may be expended on "employment-related" dependent care expenses, as defined in the Internal Revenue Code. As with the Health Care Spending Account, payments for such expenditures will be made directly to the Participants pursuant to claims procedures established by the Committee. Such procedures will provide that claims must be submitted no

later than six months after the close of the Plan Year in which the dependent care expenses were incurred.

- b. Effective with the Plan year beginning January 1, 2008, the County shall provide a monthly contribution to each participant's Dependent Care Spending Account based on the employee's annual salary as follows:

Employee Gross Annual Salary	Employer Contribution per month
Less than \$29,999	\$375
\$30,000-\$34,999	\$300
\$35,000-\$39,999	\$275
\$40,000-\$44,999	\$200
\$45,000-\$49,999	\$125
\$50,000 or more	\$75

The County contribution towards Dependent Care Spending Account for CCU members is subject to an annual limit not to exceed \$3.330 Million Dollars for plan years 2014 and 2015 (for a total of \$6.660 Million Dollars). Any remaining amount not used in the Plan Year will be returned to the County's General Fund.

Participants in the Choices Dependent Care Spending Account will be able to use their account for eligible Child Care and/or Elder Care expenses up to the maximum allowable contribution amount. Participants would be required to sign up for the Dependent Care Spending Account subject to existing administrative rules, IRS regulations, and other requirements governing

flexible spending accounts. The implementation of the County contribution towards Choices Dependent Care Spending Account shall not change any of the IRS guidelines and/or claims procedures as established by the Committee and outlined in the Health Care and Dependent Care Spending Accounts booklet. The CCU and Chief Executive Office Employee Relations Division will be responsible for making recommendations regarding the administration of the Dependent Care Spending Account and developing communication materials and election information. The provisions for the Choices Dependent Care Spending Account will be provided during the term of this MOU agreement.

7. TAXABLE CASH: Any portion of any County contribution which is not used to pay for the costs of nontaxable benefits available under this Plan shall be paid to the Participant as taxable cash.

HEALTH INSURANCE CONTRIBUTIONS

The County will make contributions on behalf of each Participant pursuant to the following three rate structure for the term of this agreement:

	<u>Coverage</u>	<u>Monthly Contribution</u>
	<u>2014</u>	<u>2015</u>
Employee who waives health insurance coverage	\$244.00	\$244.00
Employee Only	\$757.46	\$812.00
Employee plus one dependent	\$1382.02	\$1481.53
Employee plus two or more dependents	\$1632.60	\$1750.15

Management will contribute a one-time only \$250.00 payment to the Choices contribution in January 2014 and July 2014.

In addition, in Plan Years 2014 and 2015, the County will buy down the premium of every County or Union sponsored health plan so the premium is decreased \$5.44 per month for Employee Plus One Dependent and Employee Plus Two Or More Dependents.

No employee may receive multiple contributions from the Choices Plan, the Los Angeles County Flexible Benefit Plan, or any other County contribution toward any health or dental insurance plan during the same month. An employee who would otherwise be eligible for more than one such contribution during any month will be entitled to the contribution to which his/her status on the last day of the month entitles him/her.

If an employee's nontaxable benefit selections cost the employee more than the amount of the applicable County contribution except as noted in Section 2 (Dental Insurance) of this Attachment A, the difference will be made up with pretax salary reduction contributions.

Salary reduction contributions are additional contributions made by the County in exchange for an equivalent reduction in an employee's taxable compensation. No County contribution or salary reduction contribution will be made on behalf of any Participant if he/she has not been in a pay status for at least eight hours during the preceding month. Unless otherwise required by State or Federal law, salary reduction contributions shall have no adverse effect on County retirement benefits authorized by the 1937 Retirement Act, or any other employee benefit.

ELECTION PROCEDURES

Eligible employees shall make their benefit elections on forms provided by the County pursuant to procedures established by the Chief Executive Office.

Employees hired prior to January 1, 1990, shall have 90 days to enroll. Employees hired on or after January 1, 1990, shall have 60 days to enroll.

An employee shall become a Participant effective on the first day of the month following the date on which the enrollment document is submitted. A newly hired employee who fails to act within the above time limit will be deemed ineligible to participate in the Plan until the next Plan Year. For purposes of this Plan, "hired" means appointment to a position eligible for the Plan.

Employees who fail to submit the required enrollment documentation during an annual open enrollment within the established time frame will be subject to the default rules set forth below:

- a) If the defaulting employee is currently enrolled in a County-sponsored or County-approved union sponsored health insurance plan, he/she will become a Participant in the Choices Plan for the subsequent Plan Year, and will be deemed to have elected to perpetuate his/her existing benefit coverage relative to health insurance, dental insurance, optional life insurance, and AD&D insurance. The "existing coverage" for this purpose will be the coverage reflected on each Participant's December 15 pay warrant for the current year. Such employee will not be entitled to receive coverage under a Health Care or Dependent Care Spending Account, and he/she will not receive any taxable cash unless the cost of his/her perpetuated nontaxable benefit coverage is less than the amount of the County contribution.
- b) If the defaulting employee is not enrolled in a County-sponsored or County-approved union sponsored health insurance plan, he/she will be deemed ineligible to participate in the Choices Plan until the next Plan Year.

MAINTENANCE OF BENEFITS

Unless otherwise agreed to by the County and the Coalition, all insurance coverage sponsored by County shall retain the levels of benefits in effect on January 1, 2014, through December 31, 2015. In cases where a recognized employee organization

sponsors a County-approved health insurance plan, such employee organization shall secure prior reapproval for the health plan contribution from the County whenever it plans to change the level of benefits and/or premium structure of its health insurance plan.

MISCELLANEOUS RULES:

1. **Unpaid Leaves of Absence:**

As stated above, an employee loses the monthly County contribution if he/she is not in a pay status at least eight hours in the preceding month. In all other respects, however, an employee who goes on an unpaid leave of absence will continue to be a Participant in the Plan. If the employee pays for his/her insurance premiums while on leave, coverage(s) will continue and all deductions will resume upon the employee's return to an eligible pay status. However, if the employee allows his/her insurance coverage(s) to be cancelled, when he/she returns to an eligible pay status, coverage(s) will resume with a new effective date which will be the 1st of the month after the employee has been in a pay status at least eight hours in the preceding month.

2. **Breaks in Service:**

An employee who breaks service and then re-enters during the same Plan Year will be required to complete the current Plan Year with the benefit election in place at the time of the break. If the employee returns during a different Plan Year, he/she will be treated as a new hire. An employee who breaks service and who has elected coverage under the Health Care Reimbursement or Dependent Care

Reimbursement options will be deemed to be a Participant in the Plan through the end of the current Plan Year for the limited purpose of claiming any amounts set aside for said benefits prior to the break.

3. Change in Family Status:

- A. Change Form must be submitted to your Benefit Services, Personnel, Human Resources, or Union Office if applicable, within 90 days from the date of a qualified change in family status to be eligible for any increase in, or alternate use of, the County Contribution. Changes involving increases in medical insurance premiums which are submitted after expiration of the 90 days must be paid with after-tax dollars. No refund of premium overpayments will be made if a Change Form is not received within the 90-day period.

The employee must check with his/her medical plan as to the time period in which that plan will accept a change in family status without proof of insurability, which may be less than 90 days.

ADMINISTRATIVE FEE

A monthly administrative fee of \$3.00 will be charged to each Participant; provided, however, that such fee shall be waived for any Participant who is (a) hired prior to July 1, 1989, and (b) appointed to a classification designated as eligible for the Plan effective July 1, 1989. Such fee shall be collected via tax-free salary reduction contributions.

ATTACHMENT BCOUNTY CONTRIBUTION TOWARD HEALTH INSURANCE FOR
CERTAIN TEMPORARY AND RECURRENT EMPLOYEESSection 1.

The maximum monthly County contribution toward health insurance to be paid on behalf of employees designated in Section 2 shall be the premium of the County sponsored health insurance plan in which they are enrolled, or the premium of the County approved union sponsored health insurance plan in which they are enrolled, whichever is applicable, not to exceed the limits set forth below:

<u>Coverage</u>	Maximum Monthly County Contribution	
	<u>2014</u>	<u>2015</u>
Employee only	\$635.96	\$681.75
Employee plus one dependent	\$1129.54	\$1210.87
Employee plus two or more dependents	\$1296.59	\$1389.94

Management will contribute a one-time only \$250.00 payment to the Choices contribution in January 2014 and July 2014. In addition management will provide one-time \$125.00 contribution to the Pension Savings Plan account for temporary and recurrent Los Angeles County employees not eligible for the Choices program in January 2014 and July 2014.

No employee shall receive a County contribution toward more than one health insurance plan during the same month.

In addition, the parties agree that the County will provide the same health insurance subsidy listed above to non-student part-time employees as described below:

HEALTH INSURANCE SUBSIDY FOR NON-STUDENT PARTIME EMPLOYEES

Employees Eligible For Participation

An employee will be eligible to enroll in subsidized health coverage if the employee is in a non-student position and is in a pay status for an average of 20 hours a week for the three consecutive months prior to enrollment.

An employee will be deemed to be in a pay status for an average of 20 hours a week for the three consecutive months prior to enrollment if:

the employee is on a daily or hourly item and the employee's total pay status hours for the three consecutive months prior to enrollment is equal to or greater than 249 hours.

the employee is on a 3/4 or 4/5 monthly item and the employee,s total pay status hours for the three consecutive months prior to enrollment is equal to or greater than 360 hours.

Initial Enrollment

The initial enrollment will allow for health benefits to be effective July 1, 2001.

To determine eligibility for the initial enrollment, the months of January, February and March of 2001 will be used to determine if an employee is in a pay-status for an average of twenty (20) hours a week.

Effective January 1, 2010, employees in a pay-status for an average of twenty (20) hours a week during any three (3) consecutive month period will be eligible to enroll in subsidized health coverage.

Ongoing Eligibility

To receive a contribution to a health insurance for a month, an employee must be in a pay status for at least eight hours in the prior month. Effective January 1, 2007 an employee will be taken off of this benefit effective July 1, if an employee is in a pay-status for an average of less-than 20 hours a week during January, February, and March.

Management agrees not to reduce work hours of such employees of sole purpose of denying them this benefit.

If, during the term of this agreement, the County's monthly contribution for health insurance for represented employees not covered by Choices is increased in an amount above the

monthly contribution provided for in Attachment B, the employees covered by Attachment B shall receive the higher monthly contribution.

Section 2.

The contribution provided for in Section 1 shall be paid on behalf of any employee who a) is employed on a monthly temporary ("O" Item), or monthly recurrent ("B" Item), as defined in Section 6.28.020 of the County Code, b) satisfies the requirements set forth in Section 5.36.050 of said County Code, and c) is not a participant in the Choices Plan. In no event shall a County contribution be made on behalf of any employee who has not been in a pay status for at least eight hours during the preceding month.

Section 3.

The County contribution provided for in this Attachment B shall first be reflected in County pay warrants issued on the payday occurring on or about the fifteenth of the month following the indicated effective dates.

ATTACHMENT CSUMMARY DESCRIPTION OF THE LOS ANGELES COUNTY
INVESTMENT FUND

The Los Angeles County Investment Fund (hereinafter LACIF) shall be an additional investment option within the existing Deferred Compensation and Thrift Plan, commonly known as Horizons. LACIF shall provide in part that:

1. Participation will be limited to employees who are Horizons participants on March 1, 1993. Enrollment will be on a one-time-only basis during the month of March 1993 to be effective April 1, 1993.
2. Participants may transfer all or any portion of their vested funds from other investment options within Horizons to LACIF without charge. The County may also transfer participants' non-vested match to LACIF.
3. The County will assume the prorata share of the existing Horizons Plan deficit equal to the amount transferred to LACIF.
4. LACIF will be secured by revenue-producing securities, Certificates of Participation (COPs), with a maximum fifteen year maturity, unless retired sooner.
5. The interest rate will be 1/2% above the credited rate for Horizons' Stable Income Fund (SIF), but not less than 6%. The interest rate will be set every six months.

6. Interest will be paid monthly beginning May 1993. The first payment of both principal and interest will be on or after July 1, 1994, but no later than August 15, 1994. The securities will not be called prior to July 1, 1994.
7. Earnings to LACIF will be credited in the same manner as Horizons' SIF. However, payments cannot be reinvested to LACIF, therefore, participants must designate, at the time of enrollment, another investment option(s) within Horizons to place their payments.
8. LACIF will be implemented if approximately \$25 million or more is transferred to it. If LACIF is over-subscribed, as determined by the CEO, the amount participants are permitted to transfer will be prorated. Participants will not be charged for any County or third party administrative "start-up" or communications costs associated with LACIF. It is understood that participants in this new investment option will pay no more than the on-going Horizons administrative fee.
9. Except as provided herein, the provisions of Horizons will apply to LACIF.
10. It is agreed and understood this is a one-time-only arrangement and will not be used in the future.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

COALITION OF COUNTY UNIONS AFL-CIO

COUNTY OF LOS ANGELES AUTHORIZED
MANAGEMENT REPRESENTATIVE

By  _____
BLAINE MEEK, Chairman,
Coalition of County Unions

By  _____
WILLIAM T. FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING
FRINGE BENEFITS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as ("Management")) of
the County of Los Angeles (hereinafter
referred to as "County")

AND

SEIU, Local 721, CTW, CLC, (hereinafter
referred to as "Union").

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SIGNATURE PAGEi

ARTICLE 1 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721, and all other rights in the Employee Relations Ordinance and Government Code, Section 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, disability, or other factors not directly related to the successful performance of the job.

ARTICLE 2 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors:

1. Acts, by majority vote, formally to approve said Memorandum of Understanding;
2. Enacts necessary resolutions and amendments to County ordinances required to implement the full provisions of this Memorandum of Understanding;
3. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

If the parties do not mutually agree to implement appropriate provisions of the Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 3 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation, are fully met; but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 4 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from February 15, 2015, through February 28, 2015, its written request to commence negotiations.

Upon receipt of proposals, negotiations shall begin no later than March 15, 2015.

ARTICLE 5 RETIREMENT

Section 1.

The parties agree to recommend jointly to the County's Board of Supervisors that pursuant to Section 31581.1 of the California Government Code, said Board adopt a resolution that, effective July 1, 2013, and for the term of this agreement only, provides that the County shall pay to the Retirement Fund the amount necessary which, based on actuarial determination, is sufficient to fund the difference between:

- a. The employee contributions that would be paid to said Retirement Fund during the term of this agreement if the employee contribution rates set forth in the Fringe Benefit MOU costs based on June 30, 2012, Actuarial Valuation dated March 28, 2013, by Milliman USA, were implemented, and

- b. The employee contributions that would be paid to said Retirement Fund during the term of this agreement if the employee contribution rates set forth in Section 2 of this Article were implemented in lieu of the contribution rates set forth in said Fringe Benefit MOU costs based on June 30, 2012 Actuarial Valuation.

Section 2.

The parties agree that, contingent upon action by the Board of Supervisors to adopt a resolution to implement the provisions of Section 1 of this Article, the negotiated employee contribution rates for the term of this agreement for employees who entered the Los Angeles County Employees Retirement Association prior to October 1, 1978, shall be

as follows; provided, however, such contribution rates shall not apply to employees who are covered by the optional non-contributory plan (hereinafter referred to as Plan E) made operative for General Members of said Retirement Association on and after January 4, 1982.

1. The negotiated employee contribution rates listed below shall apply to the retirement plan for employees who became General Members of the Los Angeles County Employees Retirement Association on or before August 31, 1977, (hereinafter referred to a Plan A for General Members):

PLAN A FOR GENERAL MEMBERS

Negotiated Employee Contribution Rates
Effective July 1 2013

<u>NEAREST YEAR OF AGE AT MEMBERSHIP</u>	<u>EMPLOYEE CONTRIBUTION RATE</u>
16	4.13%
17	4.19%
18	4.22%
19	4.28%
20	4.33%
21	4.37%
22	4.43%
23	4.49%
24	4.57%
25	4.59%
26	4.69%
27	4.77%
28	4.89%
29	4.97%
30	5.08%
31	5.23%
32	5.32%
33	5.47%
34	5.63%
35	5.81%
36	5.98%
37	6.15%
38	6.35%
39	6.53%
40	6.71%
41	6.91%
42	7.11%
43	7.33%
44	7.49%
45	7.69%
46	7.89%
47	8.06%
48	8.26%
49	8.37%
50	8.45%
51 and above	8.50%

2. The negotiated employee contribution rates listed below shall apply to the retirement plan for employees who became General Members of the Los Angeles County Employees Retirement Association between September 1, 1977, and September 30, 1978, (hereinafter referred to as Plan B for General Members):

PLAN B FOR GENERAL MEMBERS

Negotiated Employee Contribution Rates
Effective July 1, 2013

<u>NEAREST YEAR OF AGE AT MEMBERSHIP</u>	<u>EMPLOYEE CONTRIBUTION RATE</u>
16	6.00%
17	6.14%
18	6.26%
19	6.39%
20	6.53%
21	6.66%
22	6.80%
23	6.93%
24	7.08%
25	7.23%
26	7.37%
27	7.53%
28	7.68%
29	7.84%
30	8.01%
31	8.17%
32	8.35%
33	8.52%
34	8.70%
35	8.89%
36	9.08%
37	9.27%
38	9.46%
39	9.66%
40	9.85%
41	10.05%
42	10.25%
43	10.43%
44	10.61%
45	10.78%
46	10.95%
47	11.11%
48	11.27%
49	11.41%
50	11.50%
51 and above	11.55%

Section 3.

The parties further agree that, for the term of this agreement, the employee contribution rates listed below shall apply to the retirement plan for employees who became General Members of the Los Angeles County Employees Retirement Association between October 1, 1978, and May 31, 1979, and, to the retirement plan for employees who became General Members of said Retirement Association on or after June 1, 1979, (hereinafter referred to as Plans C and D, for General Members, respectively); provided, however, such contribution rates shall not apply to employees who are covered by Plan E.

PLAN C FOR GENERAL MEMBERS

Negotiated Employee Contribution Rates
Effective July 1, 2013

<u>NEAREST YEAR OF AGE AT MEMBERSHIP</u>	<u>EMPLOYEE CONTRIBUTION RATE</u>
16	5.15%
17	5.26%
18	5.38%
19	5.49%
20	5.60%
21	5.71%
22	5.83%
23	5.96%
24	6.08%
25	6.20%
26	6.33%
27	6.46%
28	6.60%
29	6.74%
30	6.87%
31	7.01%
32	7.16%
33	7.31%
34	7.46%
35	7.62%
36	7.78%
37	7.94%
38	8.10%
39	8.27%
40	8.46%
41	8.63%
42	8.82%
43	9.00%
44	9.19%
45	9.38%
46	9.56%
47	9.75%
48	9.92%
49	10.09%
50	10.25%
51	10.42%
52	10.58%
53	10.73%
54	10.85%
55	10.94%
56 and above	10.99%

PLAN D FOR GENERAL MEMBERS
Negotiated Employee Contribution Rates
Effective July 1, 2013

<u>NEAREST YEAR OF AGE AT MEMBERSHIP</u>	<u>EMPLOYEE CONTRIBUTION RATE</u>
16	5.06%
17	5.17%
18	5.28 %
19	5.39%
20	5.50%
21	5.61%
22	5.73%
23	5.85%
24	5.97%
25	6.09%
26	6.21%
27	6.35%
28	6.48%
29	6.62%
30	6.75%
31	6.88%
32	7.03%
33	7.17%
34	7.32%
35	7.48%
36	7.64%
37	7.79%
38	7.95%
39	8.12%
40	8.31%
41	8.48%
42	8.66%
43	8.84%
44	9.02%
45	9.21%
46	9.39%
47	9.57%
48	9.74%
49	9.91%
50	10.07%
51	10.23%
52	10.38%
53	10.53%
54	10.65%
55	10.74%
56 and above	10.79%

Section 4.

The parties agree that General Members in Plans A, B, or C may not transfer to Plan E during the term of this agreement. Members in Plan E may transfer to Plan D, and General Members in Plan D may transfer to Plan E during the term of this agreement. Since Plan E closed to new LACERA members effective November 27, 2012, it is not available for transfer to General Members in Plan G.

Section 5.

The parties mutually agree that the retirement program shall be continued in a manner so that retirement contributions meet the conditions set forth in Section 414(h)(2) of the Internal Revenue Code as presently codified.

Section 6.

The parties agree to meet and confer regarding the impact of any increases in employee retirement contribution rates that may occur during the term of this agreement based on any actuarial valuation required under the County Employees Retirement Law of 1937.

Section 7.

Each newly hired employee shall become a member of Plan G, effective the first day of the month following the date of hire with the following exceptions: 1) Deferred member of LACERA prior to January 1, 2013, who returns to active membership; 2) An individual who becomes a member on or after January 1, 2013, and has established reciprocity based upon membership in a reciprocal system on or before December 31, 2012; or 3) A former

member of LACERA who has re-deposited the accumulated contributions he or she withdrew prior to January 1, 2013 along with the interest those contributions would have earned. Individuals who meet one of these exceptions are entitled to become a member of Plan D or to restore to their former other contributory plan. Former vested Plan E members are entitled to become Plan E members.

For purposes of this Section 7, a "newly hired employee" shall mean an employee appointed to a position which otherwise entitles the incumbent to coverage under General Plan G.

Section 8.

The parties further agree to meet and confer on the integration of County retirement benefits with Social Security Retirement Benefits in the event the County re-enters the Social Security system. The scope of such meet and confer process shall be limited to retirement benefits provided under Plans A, B, C, D, and G for General Members and Plans A, B and C for Safety Members to the extent such plans cover employees who are represented by SEIU, Local 721, and impacted by said re-entry into Social Security.

Section 9.

The parties agree that for the term of this agreement a portion of the County contribution to the Options Plan that may be taken as cash if the employee waives health insurance coverage equal to \$244.00 is considered as earnings for retirement purposes for each employee for whom a contribution is made, whether the employee elects to take cash or

not. This section shall not apply to persons hired on or after January 1, 1996. For such employees, no portion of the County contribution to the Options Plan will be considered as earnings for retirement purposes.

Section 10.

Following completion of 2000–2003 fringe benefit negotiations and the parties' joint sponsorship of legislation (AB 399), the Board approved and the County implemented the following changes to the retirement plans:

- A. Provided a prospective COLA for Plan E of up to 2% per year based on Consumer Price Index movement for all urban consumers for the Los Angeles/Riverside/Orange County area (1982-1984 bases). Plan E members may purchase the 2% COLA for past service at rates to be determined by LACERA, provided such rates cover the full cost of the COLA for past service.

- B. For Plan E members who retire prior to age 65, reduced to age 62 the age at which the member is:
 - (1) no longer presumed to be working in Social Security covered employment following his or her retirement from the County; and

 - (2) permitted to provide evidence of the member's Social Security primary insurance amount in lieu of the estimated primary insurance amount that

would otherwise be applied in the calculation of the member's Plan E benefit.

This provision only applies to Plan E members who earned Social Security credits through County employment.

- C. Indexed the pre-disability final compensation figure for a Plan E participant on Long Term Disability by the Consumer Price Index movement for the Los Angeles/Riverside/Orange County area (1982-1984 base), not to exceed 2% per year. This provision shall apply only to Long Term Disabilities occurring on or after July 1, 2001.
- D. Established Plan E early retirement factors at the current levels, regardless of future actuarial valuations.
- E. Increased survivor benefits for Plans A, B, C, and D from 60% to 65% and for Plan E from 50% to 55% for all pre-retirement and post-retirement survivor benefits. Service connected survivor benefits payable at 100% are not affected. Persons already retired and persons already receiving survivor benefits will not receive the increase.
- F. Allowed prospective transfers from Plan E to Plan D (without a service buy back requirement) and from Plan D to Plan E (without in service cash out). Members in Plan E may also purchase all, some, or none of their time for Plan D credit. Members transferring from Plan E to Plan D must serve a two year waiting period for

all disability retirements. Members who transfer from one plan to another prospectively will receive the appropriate prorated share of benefits from each plan upon retirement.

- G. Increased \$750.00 post-retirement lump sum death benefit for retirees in Plans A, B, C, and D to \$5000.00
- H. Established a \$5000.00 post-retirement lump sum death benefit for retirees in Plan E.

Effective July 1, 2001, the County amended the final compensation period for Plans B, C, and D to be the highest one year.

Section 11.

The County will provide LACERA survivor benefits for domestic partners as permitted by State law.

Section 12.

The County will provide retiree health insurance for domestic partners and their minor children who receive survivor benefits under LACERA.

Section 13. Joint Labor Management Retiree Health Committee

The Joint Labor Management Retiree Health Committee established during 2006-2009

Fringe Benefit Negotiations shall be permanent. The Committee will consist of five (5) representatives designated by the Union and five (5) representatives designated by management. The Committee shall establish meeting protocols and appoint a Chairperson and Vice- Chairperson from its members. The Chairperson and Vice-Chairperson positions will alternate annually between Union and Management.

The Committee will continue to develop and make joint labor-management advisory recommendations to the Chief Executive Officer to mitigate and control the cost of future retiree health insurance. The Joint Labor Management Retiree Health Committee has recommended and supports the establishment of a Trust and Investment Services Agreement to mitigate the cost of retiree health insurance.

The Committee will be provided with pertinent documentation/information from the County relating to the establishment of the Trust and Investment Services Agreement. The CEO shall review the Committee's recommendations and prepare an analysis and report to the Board of Supervisors for review and consideration.

Local 721 reserves its right to negotiate any Retiree Health recommendation that affects wages, hours, and other terms and conditions of employment.

The County will negotiate with SEIU Local 721 regarding:

- Amendment of the Trust and Investment Services Agreement
- Appointment of a Successor Trustee
- Termination of the Trust,
- Removal of the Trustee (LACERA)

The County will provide the Joint Labor Management Retiree Health Committee with information relating to the operation and funding of the OPEB Trust.

The Trust and Investment Services Agreement was adopted by the Board of Supervisors on May 15, 2012, and adopted by the LACERA Board of Investments on June 13, 2012.

ARTICLE 6 **LONG TERM DISABILITY****Section 1.**

The parties agree to recommend jointly to the County's Board of Supervisors that said Board adopt and implement through amendment to the County Code the following modifications to the County's Long Term Disability and Survivor Benefit Plan (LTD Plan) to be effective on the effective date of the amending ordinance:

- a) Existing provisions of the LTD Plan stipulate that no benefit shall be payable for any "disability resulting from, or contributed to, by mental or nervous disorder, drug addiction, or alcoholism, except while the employee is under the care of a licensed physician." The parties agree that "care" shall mean regular care under a planned program of observation and treatment by a licensed physician as required by applicable medical standards.

- b) Existing provisions of the LTD Plan require that i) an employee who is sufficiently insured for Social Security Disability Benefits be eligible for or actually receiving such benefits as a condition of receiving LTD benefits beyond the initial 24 months of benefit payments, and ii) that LTD benefits be reduced by the amount of the Social Security Disability Benefits that an LTD disability beneficiary receives. The parties agree that an LTD disability beneficiary who receives Social Security Retirement Benefits in lieu of Social Security Disability Benefits shall not have his/her entitlement to LTD benefits impaired by reason thereof, providing the reason for the individual's entitlement to Social Security Retirement Benefits is due solely to

age and not the fact that the individual is not disabled within the meaning of the Social Security Act. The parties further agree that, in such case, the individual's LTD benefit shall be reduced by the amount of the Social Security Retirement Benefit as if it were a Social Security Disability Benefit, provided, however, that no such reduction shall apply to any LTD disability beneficiary who was receiving LTD benefits prior to the effective date of the ordinance implementing the provisions of this Article.

- c) LTD benefits shall not be payable in any case where an employee has been absent from work for six months or more prior to the commencement of total disability, provided, however, that this exclusion shall not apply to any employee whose absence is due to an approved, non-medical leave.
- d) After sending written notice by certified mail, should the surviving spouse fail to cooperate with the County for a period of 90 days, the survivor benefit payable under the LTD Plan shall be payable to the surviving children of the deceased employee or deceased disability beneficiary who otherwise meets all eligibility requirements. In the event that the survivor benefit is paid to the surviving children, duplicate payment for the same eligibility period shall not subsequently be payable to a surviving spouse.
- e) It is agreed that LTD benefits available to Plan E members are the same as those available to members of Plans A through D.

- f) Extend LTD Survivor Benefits to domestic partners. "Domestic Partner", for purposes of this Article, shall parallel the definition used by LACERA.

Section 2.

The parties agree to recommend that the Board of Supervisors amend the LTD plan to:

- A. provide a maximum 2% COLA for LTD disability cases commencing on or after January 1, 2001. The COLA would be based on the Consumer Price Index for all urban consumers for the Los Angeles/Riverside/Orange County area (1982-1984 base) for each calendar year, not to exceed 2% per year, commencing the first month following two years of LTD benefit payments.
- B. increase the survivor continuance benefit under the LTD plan to 55%, effective July 1, 2001.

Section 3.

The LTD Health Insurance Program provides guaranteed access to County-sponsored or County-approved group health insurance for individuals currently enrolled in a health insurance plan and receiving LTD benefits. Effective January 1, 2008 all eligible LTD participants, otherwise eligible to receive LTD benefits, will receive health insurance protection at no cost to the participant. Under this health insurance protection program, the employee would pay 25% of the monthly medical plan premium while receiving LTD benefits, and the County would pay the remaining 75% from a LTD Health Trust Fund. No

person shall be excluded from participating in a County-sponsored or County-approved group health insurance plan solely by virtue of being an LTD Health Plan beneficiary.

Beginning January 1, 2008, employees can elect to “buy-up” 100% LTD Health Insurance subsidy at a cost to the employee to be determined each year by the County. The monthly premium will raise sufficient revenue to fund the program as determined by the County of Los Angeles. Under this optional coverage, the County would pay 100% of the monthly medical plan premium while the employee is receiving LTD benefits.

After two years, LTD recipients who are participants in a contributory retirement plan (i.e. Retirement Plan A, B, C, D or G) must apply for disability retirement benefits with LACERA. Failure to make such application will result in the cessation of LTD benefits. In the event the employee becomes eligible to receive retiree health insurance coverage with LACERA, LTD Health Benefits will cease. The new program would apply only to new disabilities incurred on or after January 1, 2008 and would not apply to employees currently disabled or in the qualifying six month waiting period. Coverage would become effective for those employees after returning to work for a period of six months or more.

The County will ask each health insurance carrier to “experience rate” the LTD group covered in their plans and any increase in premium costs associated with these individuals would be financed from the LTD Health Trust fund.

Employees who do not elect the 100% Optional Coverage would be barred from enrolling in it for two years following that decision. Beginning on January 1, 2005, LTD Health Insurance will be extended to the survivor (including a domestic partner) of an employee who is participating in the LTD health insurance protection program provided that the survivor was listed as an eligible dependent on record prior to the onset of disability.

The definition of “domestic partner” for this purpose will parallel the definition used by LACERA.

ARTICLE 7 INJURY LEAVE

The parties agree that the benefits for persons injured in the course of employment who are not covered by Section 4850 of the Labor Code shall be those set forth in Section 6.20.070 of the County Code and that such benefits shall provide for the following:

- A. The sum of benefits prescribed by the Worker's Compensation Laws of the State of California plus benefits provided by said Section 6.20.070 and earnings from other employment shall equal 70% of an employee's base salary for a period not to exceed one year from the date of injury or the length of his/her continuous service prior to the date of injury, whichever is less. In no event, however, shall an employee receive less than the benefits required under the law.

- B. If an employee charges an absence due to work-related injury to full-pay sick leave, vacation, accumulated overtime, or accumulated holiday time pending a determination as to the compensability of said injury, he/she shall, in the event said injury is determined to be compensable, be entitled to have 70% of such benefits restored. The remaining 30%, having been used to provide a higher benefit than is authorized for injury leave, shall not be restored. For purposes of this Section, restorable time shall be calculated to the nearest 15-minute increment.

- C. From the time an injury is determined to be compensable until either one year from the date of injury, or the length of the employee's continuous service prior to the

date of injury, whichever is less, an employee may not use any other leave benefits to supplement benefits described in this Article.

- D. Nothing herein shall prevent an employee from using leave benefits to supplement Workers' Compensation benefits available after one year from the date of injury, or the length of his/her continuous service prior to the date of injury, whichever is less.

- E. The County and Local 721 shall form a Labor-Management Committee to meet and consult pursuant to County Code Section 5.04.090(A) on health and medical issues that include but are not limited to workers' compensation, temporary and long-term disability, accommodation of employees with disabling health conditions, and mechanisms to ensure compliance with County policies on health and medical issues. The Committee shall consist of no more than five members of Local 721 and five members of Management. The intent of the Committee is to meet quarterly or more often if the parties mutually agree.

ARTICLE 8 OPTIONS - CAFETERIA BENEFIT PLAN AND HEALTH, DENTAL AND LIFE INSURANCE

Section 1. Cafeteria Benefit Plan - Options

The parties agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to the County Code that a cafeteria benefit plan (hereinafter called Plan or Options), pursuant to Section 125 of the IRS Code be implemented for employees covered by the MOU for the period January 1, 2014 through December 31, 2015. The Plan will operate on a Plan year basis as required by Section 125 of the IRS Code. It is the intent of the parties that this plan year will consist of twelve (12) months, January 1 through December 31 of each year. Each election period shall be an open enrollment, unless otherwise indicated.

Section 2. Benefits Administration Committee

- A. The Labor and Management Committee known as the Local 721 Benefits Administration Committee (BAC or Committee) will jointly administer the benefits provided to employees covered by this MOU through the Plan. The Committee shall use the Joint Labor-Management Health Insurance Cost Containment Strategic Action Plan (Cost Mitigation, Goals and Objectives) in Appendix A as a guideline in the development and design of benefit plans.
- B. The Committee shall be comprised of five (5) representatives designated by Local 721 and five (5) representatives designated by Management. The Committee shall

have the authority, subject to CEO and Board of Supervisors approval when required, to:

1. Develop its own internal procedures, including the scheduling of meetings and reports of contacts with insurance carriers.
2. Negotiate with carriers of County-sponsored insurance plans regarding premium rates and benefit plan design for all benefits provided to employees under the Plan.
3. Review utilization and claims experience of all County-sponsored insurance and benefits plans within the Plan, which may require access to all relevant reports, and face to face discussions with both providers and the appropriate agencies. This does not preclude the Committee from requesting similar information for other plans.
4. Engage its own consultant. If it does, the cost of such consultant shall be negotiated by the County and Local 721.
5. Recommend to the CEO which County-sponsored benefit options, (including but not limited to voluntary plans such as life, vision, group legal, educational assistance), and plan carriers will be offered through the Plan.

Members may use their individual resources to analyze, research, and develop recommendations to the Committee regarding new benefit plan options.

The parties agree that during the term of this agreement, the parties will discuss ways to mitigate premium increases for subsequent plan years.

Section 3. Employees Eligible For Options

A. Employees eligible for Options will include all full-time permanent employees who are:

1. Represented by Local 721;
2. Employees in bargaining units covered by Local 721's Fringe Benefits Memorandum of Understanding;
3. Non-represented employees who are ineligible to participate in the County's Flexible Benefit Plan for non-represented employees and who are ineligible to participate in the Choices Plan for represented employees.

B. For purposes of this Plan, "full-time permanent employee" means any employee appointed to an "A," "D," "M," or "N" item, as defined in Title 6 of the County Code. An eligible employee shall become a "Participant" in the Plan upon meeting all of the requirements for participation set forth above.

Section 4. How The Plan Works

It is the purpose of the Plan to allow Participants to choose among the various benefits contained within the Plan in a manner that best meets their personal needs, and, further, to choose, to the maximum extent permitted by applicable law, between taxable and nontaxable compensation. The benefit options available for the Plan Years 2014 and 2015 and various rules relating to those options, are set forth below:

A. Health Insurance:

Participants may purchase one County-sponsored health insurance plan.

Enrollment Rules:

1. The County-sponsored health insurance plans will be fully open to all Participants, and their dependents, with no evidence of insurability required. The premiums in effect on January 1 of each Plan Year for the County-sponsored health insurance plans will remain unchanged for the duration of that Plan Year unless mid-year premium increases are required due to imposition of State or Federal taxes.

2. Every participant in the Options Plan must be enrolled in a county-sponsored plan or certify that he/she has other health insurance coverage through another employer, retirement plan or Medicare to receive the waiver contribution. Such certification must state the name of the other insurance plan, name of the employer or retirement plan and the name, SSN and medical record number of the subscriber.

Beginning in January 2015, participants may decline coverage to enroll in an individual health insurance plan (including enrolling in health insurance coverage through a health care exchange) however, there will be no waiver contribution for participants who choose to decline coverage and enroll in an individual plan.

Effective January 1, 2011, in the event that a participant defaults on providing the required health insurance certification coverage information he/she shall be defaulted into the lowest costs HMO plan.

B. Dental Insurance:

Plan Participants may purchase a County-sponsored dental plan.

Enrollment Rules:

All dental plans will be fully open to all Participants. As with health insurance, every Participant must be enrolled in a dental plan or certify that he/she has other dental coverage. Such certification shall require the name of the other dental plan, the name of the subscriber and the Social Security number of the subscriber. The premiums in effect on January 1 of each Plan Year for the dental plans will remain unchanged for the duration of each Plan Year, unless mid-year adjustments are required due to imposition of State or Federal taxes.

C. Life Insurance:

All Plan Participants will automatically receive \$2,000 of term life insurance coverage if they are members of Retirement Plan A, B, C, D, or G and \$10,000 of term life insurance coverage if they are members of Retirement Plan E. This coverage is fully paid by the County outside of the Plan.

Effective date of this change is January 1, 2005. Employees in Retirement Plan E may purchase up to \$40,000 of this coverage on a pre-tax basis through the Plan.

Employees in Retirement Plans A, B, C, D or G may purchase up to \$48,000 of coverage on a pre-tax basis through the Plan. Coverage in excess of \$40,000 or \$48,000, whichever is applicable, must be purchased on an after-tax basis outside the Plan.

Subject to the limitations set forth above, participants may purchase optional County-sponsored term life insurance in amounts up to eight (8) times their annual salary. The County will subsidize the three year rate guarantee for optional term life quoted by the insurer at a 15% subsidized rate for the term of this agreement.

Employees may elect to purchase optional life insurance in increments of \$5,000 to a maximum of \$20,000 for their spouse or domestic partner. The effective date of this option is January 1, 2005. Additional coverage of lesser amounts is available for dependents and domestic partners.

D. Accidental Death and Dismemberment (AD&D) Insurance:

Participants may purchase County-sponsored AD&D insurance in specified amounts from \$10,000 to \$250,000, but not more than ten (10) times their annual salary. Additional coverage in lesser amounts is available for dependents.

Enrollment Rules:

Participants may increase or decrease coverage, or continue existing coverage. No evidence of insurability is required.

E. Health Care spending Account:

Each Participant may allocate from \$10.00 to \$200.00 per month to a Health Care Spending Account. Limits in subsequent Plan Years shall be recommended by the Committee. Money allocated to a Health Care Spending Account may be expended on behalf of a Participant, or of his/her dependents, for "medical expenses," as defined in the Internal Revenue Code, incurred during the current Plan Year. Payments for such expenditures will be made directly to the Participants pursuant to claims procedures established by the Committee. Such procedures will provide that claims must be submitted no later than six (6) months after the close of the Plan Year in which the medical expenses were incurred.

Effective with Plan Year 2014, up to \$500.00 of unused Health Care Spending Account funds from the prior Plan Year will be carried over to the next Plan Year.

F. Dependent Care Spending Account:

- 1) Each participant may allocate from \$10.00 to \$400.00 per month to a Dependent Care Spending Account. Increases or decreases in the limits will be recommended by the Committee. Money allocated to a Dependent Care Spending Account may be expended on "employment-related" dependent care expenses, as defined in the Internal Revenue Code. As with the Health Care Spending Account, payments for such expenditures will be made directly to the Participants pursuant to claims procedures established by the Committee. Such procedures will provide that claims must be submitted no later than six (6) months after the close of the Plan Year in which the dependent care expenses were incurred.

- 2) Effective with the Plan year beginning January 1, 2008, the County shall provide a monthly contribution to each participant's Dependent Care Spending Account based on the employee's annual salary as follows:

Employee Gross Annual Salary	Employer Contribution per month
Less than \$29,999	\$375
\$30,000-\$34,999	\$300
\$35,000-\$39,999	\$275
\$40,000-\$44,999	\$200
\$45,000-\$49,999	\$125
\$50,000 or more	\$75

The County contribution towards Dependent Care Spending Account for Local 721 members is subject to an annual limit not to exceed \$5 Million Dollars for plan years 2014 and 2015 (for a total of \$10 Million Dollars). Any remaining amount not used in the Plan Year will be returned to the County's General Fund.

Participants in the Options Dependent Care Spending Account will be able to use their account for eligible Child Care and/or Elder Care expenses up to the maximum allowable contribution amount. Participants would be required to sign up for the Dependent Care Spending Account subject to existing administrative rules, IRS regulations, and other requirements governing flexible spending accounts. The implementation of the County contribution towards Options Dependent Care Spending Account shall not change any of the IRS guidelines and/or claims procedures as established by the Committee and outlined in the Health Care and Dependent Care Spending Accounts booklet. The Benefits Administration Committee (BAC) Joint Labor-Management Committee will be responsible for making recommendations regarding the administration of the Dependent Care Spending Account and developing communication materials and election information. The provisions for the Options Dependent Care Spending Account will be provided during the term of this MOU agreement.

G. Election Procedures:

1. Eligible employees shall make their benefit elections on forms provided by the County pursuant to procedures established by the Chief Executive Office.
2. Newly hired and newly eligible employees shall have sixty (60) days to enroll.
3. An employee shall become a Participant effective on the first day of the month following the date on which the enrollment document is submitted. A newly hired employee who fails to act within the above time limit will be deemed ineligible to participate in the Plan until the next Plan Year. For purposes of this Plan, "hired" means appointment to a position eligible for the Plan.
4. Employees who fail to submit the required enrollment documentation during an annual open enrollment within the established time frame will be subject to the default rules set forth below:
 - a) If the defaulting employee is currently enrolled in a County-sponsored health insurance plan, he/she will become a Participant in the Plan for the subsequent Plan Year, and will be deemed to have elected to perpetuate his/her existing benefit coverage relative to health insurance, dental insurance, optional life insurance, and AD&D insurance. The "existing coverage" for this purpose will be the

coverage reflected on each Participant's pay warrant on the 15th of the month immediately preceding the effective date of his/her election for all Plan Years. Such employee will not be entitled to receive coverage under a Health Care or Dependent Care Spending Account, and he/she will not receive any taxable cash unless the cost of his/her perpetuated nontaxable benefit coverage is less than the amount of the County contribution.

- b) If the defaulting employee is not enrolled in a County-sponsored health insurance plan, he/she will be deemed ineligible to participate in the Plan until the next Plan Year.

H. Maintenance of Benefits

Unless otherwise agreed to by the County and the Union, all insurance coverage sponsored by the County shall retain the levels of benefits in effect on January 1, 2014 through December 31, 2015.

Effective January 1, 2003, the parties implemented a \$5.00 mandatory office co-pay for the Kaiser and PacifiCare HMO - (high option) health plans, a \$5.00 prescription co-pay for the Kaiser plan, and a \$5.00 generic/\$10.00 brand name prescription co-pay for the PacifiCare HMO - (high option) plan.

Effective January 1, 2008, the parties implemented a \$10.00 mandatory Office/Urgent Care co-pay for the County sponsored HMO health plans, and a \$5.00 generic/\$20.00 brand name prescription co-pay for the County sponsored HMO health plans. Beginning in plan year 2008, pediatric Office/Urgent Care co-pays will be zero dollars (\$.0) for children up to age five (5).

Beginning in plan year 2009, the parties elected to waive co-pays for preventative care for the County sponsored HMO plans.

Beginning in plan year 2009, the parties implemented the following enhancements to the dental PPO:

- 1) Increased the annual plan maximum to \$1,750 across all three network tiers,
- 2) Added orthodontia coverage for adults and children with a 50% coinsurance subject to a \$1,200 lifetime maximum,
- 3) Added coverage for dental implants with 50% coinsurance subject to the annual plan maximum, and
- 4) allowed a third teeth cleaning if medically recommended.

Effective January 1, 2010, the parties increased the United HealthCare (UHC) Choice Plus PPO lifetime maximum benefit to \$5 million.

In accordance with the Affordable Care Act there is no lifetime maximum on any County sponsored health plan.

I. Miscellaneous Rules:

1. Unpaid Leave of Absence:

As stated above, an employee loses the monthly County contribution if he/she is not in a pay status at least eight (8) hours in the preceding month. In all other respects, however, an employee who goes on an unpaid leave of absence will continue to be a Participant in the Plan. If the employee pays for his/her insurance premiums while on leave, coverage(s) will continue and all deductions will resume upon the employee's return to an eligible pay status. However, if the employee allows his/her insurance coverage(s) to be canceled, when he/she returns to an eligible pay status coverage(s) will resume with a new effective date which will be the 1st of the month after the employee has been in a pay status at least eight (8) hours in the preceding month.

2. Breaks in Service:

An employee who breaks service and then re-enters during the same Plan Year will be required to complete the current Plan Year with the benefit

election in place at the time of the break. If the employee returns during a different Plan Year, he/she will be treated as a new hire. An employee who breaks service and who has elected coverage under the Health Care Reimbursement or Dependent Care Reimbursement options will be deemed to be a Participant in the Plan through the end of the current Plan Year for the limited purpose of claiming any amounts set aside for said benefits prior to the break.

3. Change in Family Status:

An employee must submit a Change Form within ninety (90) days from the date of a qualified change in family status to be eligible for any increase in, or alternate use of, the County Contribution. No refund of premium overpayments will be made if a Change Form is not received within the ninety (90) day period.

Section 5. Contributions

- A. The County will make contributions on behalf of each Participant pursuant to the following three rate structure for the term of this agreement:

<u>Coverage</u>	<u>Monthly Contribution</u>	
	<u>2014</u>	<u>2015</u>
Employee who waives health insurance coverage	\$ 228.00	\$ 228.00
Employee only	\$ 757.46	\$ 812.00
Employee plus one Dependent	\$1,382.02	\$1,481.53
Employee plus two or more dependents	\$1,632.60	\$1,750.15

Management will contribute a one-time only \$250.00 payment to the Options contribution on January 1, 2014 and July 1, 2014 for a total of \$500.00 during the term of the agreement. The two (2) one-time payments also apply to Options participants who waive coverage.

B. Taxable Cash

Any portion of any County contribution which is not used to pay for the costs of nontaxable benefits available under this Plan shall be paid to the Participant as taxable cash.

C. In addition, in Plan Years , 2014 and 2015, the County will buy down the premium of any County or Union sponsored health plan so the premium is decreased \$6.00 per month for employee only coverage, \$9.00 per month for employee plus one dependent coverage, and \$11.00 per month for employee plus two or more dependents coverage.

- D. No employee may receive multiple contributions from the Plan, the Choices Plan, the Los Angeles County Flexible Benefit Plan, or any other County contribution toward any health or dental insurance plan during the same month. An employee who would otherwise be eligible for more than one such contribution during any month will be entitled to the contribution to which his/her status on the last day of the month entitles him/her.
- E. If an employee's nontaxable benefit selections cost more than the amount of the applicable County contribution, the difference will be made up with pretax salary reduction contributions. Salary reduction contributions are additional contributions made by the County in exchange for an equivalent reduction in an employee's taxable compensation. No County contribution or salary reduction contribution will be made on behalf of any Participant if he/she has not been in a pay status for at least eight (8) hours during the preceding month. Unless otherwise required by State or Federal law, salary reduction contributions shall have no adverse effect on County retirement benefits authorized by the 1937 Retirement Act, or any other employee benefit.

Section 6. PPO Dental Subsidy

Beginning January 1, 2010, the premiums for these plans will be on a three tier basis. For each month of the term of this contract, the County contribution to participants in the Indemnity/PPO dental plan shall be as follows:

	<u>2014</u>	<u>2015</u>
Employee Only	\$20.59	\$20.59
Employee plus one dependent	\$36.02	\$36.02
Employee plus two or more dependents	\$56.58	\$56.58

If the County discontinues the buy down of the PPO dental plan, the cost of such buy down shall be added proportionately to the contribution rate of all Options participants, whether such participants purchase the PPO dental plan or not.

Section 7. Administrative Fee

A \$2.00 per month minimum fee shall be charged to each participant for the County costs to administer the Plan. A monthly administrative fee, as determined by the Committee may be charged to each participant. Such fee shall be for enrollment, communications, third party administration, etc.

The above fee shall be collected via tax free salary reduction. It is the intent of the parties that all administrative costs of the Plan be revenue neutral.

Section 8. Health Insurance for Temporary and Recurrent Employees

A. The parties further agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to the County Code, that the County contribution toward health insurance for certain temporary and recurrent employees who are not eligible for the Plan be as set forth below for the term of this agreement.

<u>Coverage</u>	<u>Monthly Contribution</u>	
	<u>2014</u>	<u>2015</u>
Employee Only	\$ 635.96	\$ 681.75
Employee plus one Dependent	\$1,129.54	\$1,210.87
Employee plus two or more dependents	\$1,296.59	\$1,389.94

Management will contribute a one-time only \$125.00 payment on January 1, 2014 and July 1, 2014 for a total of \$250.00 during the term of the agreement to the Pension Savings Plan account for temporary and recurrent employees who are not eligible to the Options program

In addition, the parties agree that the County will provide the same health insurance subsidy listed above to non-student part-time employees as described below.

B. Health Insurance Subsidy for Non-Student Part-time Employees Eligible for Participation

1. An employee will be eligible to enroll in subsidized health coverage if the employee is in a non-student position and is in a pay status for an average of twenty (20) hours a week for the three (3) consecutive months prior to enrollment.

An employee will be deemed to be in a pay status for an average of twenty (20) hours a week for the three (3) consecutive months prior to enrollment if:

- a. The employee is on a daily or hourly item and the employee's total pay status hours for the three (3) consecutive months prior to enrollment is equal to or greater than 249 hours.
- b. The employee is on a 3/4 or 4/5 monthly item and the employee's total pay status hours for the three (3) consecutive months prior to enrollment is equal to or greater than 360 hours.

C. Initial Enrollment

The initial enrollment will allow for health benefits to be effective July 1, 2001.

To determine eligibility for the initial enrollment, the months of January, February and March of 2001 will be used to determine if an employee is in a pay-status for an average of thirty (30) hours a week.

Effective January 1, 2010, employees in a pay-status for an average of twenty (20) hours a week during, and, any three (3) consecutive month period will be eligible to enroll in subsidized health coverage.

D. Ongoing Eligibility

To receive a contribution to a health insurance for a month, an employee must be in a pay status for at least eight (8) hours in the prior month. Effective January 1, 2007, an employee will be taken off this benefit effective July 1, if an employee is in a pay-status for an average of less-than twenty (20) hours a week during January, February, and March.

Management agrees not to reduce work hours of such employees for the sole purpose of denying them this benefit.

Section 9. Flexible Benefit and Mega-Flex Benefit Plan

Permanent County employees currently participating in, or eligible to participate in the Flexible Benefit Plan (FBP) and/or Mega-Flex Plan (Pensionable and Non-Pensionable), shall continue to be eligible for and participate in said plans upon unit certification or accretion into a Local 721 bargaining unit. Any and all future changes the County makes to the Flex and Mega-Flex Benefit Plans for non-represented employees, including contributions, plan design and benefit changes, shall be extended to and become part of said eligible or participating employee's Flex and Mega-Flex Plans.

It is the intent of Section 9 to provide a “grandfathered” benefit to employees currently receiving or eligible to participate in the Flexible Benefit/Mega-Flex Plans that elect to be represented by a certified employee organization. Any new employee subsequently hired or promoted into an accreted job classification or a classification covered by unit certification previously covered by the Flex/Mega-Flex Plan shall not participate in the Flex/Mega-Flex Program.

The County shall not discriminate against non-represented employees upon unit certification or accretion into a Local 721 bargaining unit, or otherwise restrict their participation in the Flex and Mega-Flex Benefit Plans, on the basis of their status as represented employees.

The parties agree that the exclusive management, control and administration of the Flex/Mega-Flex Program shall be at the discretion of the County. Any current and future changes or modifications to the Flex/Mega-Flex Program will be at the sole discretion of Management subject to the County meeting and consulting with the Union prior to implementing any changes to the plan(s). Any employee currently covered by Flex/Mega-Flex may waive this benefit and opt on a one-time only basis to be covered by Options. Once an employee elects to be covered by Options this choice will be irrevocable.

Section 10. Joint Labor-Management Health Insurance Committee

The parties agree to establish a Joint Labor-Management Health Insurance Committee. The Committee will consist of seven (7) representatives designated by SEIU Local 721 and

seven (7) representatives designated by County Management. The Committee shall establish meeting protocols and appoint a Chairperson and Vice-Chairperson from among its members. The Chairperson and Vice-Chairperson positions will alternate annually between Management and Union.

The purpose of the Joint Labor-Management Committee is to meet, explore and review the feasibility of establishing an Operational Plan to utilize Los Angeles County's health care delivery system as an option for employees and new hires to select as part of their health insurance benefit program. County Management and SEIU Local 721 may engage their own consultant to participate in the discussion and engagement process. The Committee will develop and make advisory recommendations to the Chief Executive Officer.

SEIU Local 721 reserves its rights to negotiate any health insurance cost mitigation recommendation that affects wages, hours and other terms and conditions of employment.

ARTICLE 9 RENTAL RATES

The parties agree to recommend to the County's Board of Supervisors that the monthly rental rates for employee-occupied County housing shall be as follows:

<u>Address</u>	<u>Rate Effective</u> <u>10/01/09</u>
<u>Warm Springs Rehabilitation Center</u>	
Bldg. #5677 (Iguana Lodge)	
Rm. 1	90.00
Rm. 2	90.00
Rm. 3	90.00
Rm. 4	100.00
Bldg. #2950	300.00
Bldg. #2972	550.00
Bldg. #2946	1100.00
Area II (Trailer pad)	275.00
<u>ACTON Rehabilitation Center</u>	
Building #0877	
Rm. 1	150.00
Rm. 2	100.00
Rm. 3	150.00
Trailer Pads (Mobile Home)	
Pad #1	275.00
Pad #2	275.00
Pad #3	275.00
Pad #4	275.00
Pad #5	275.00
Pad #6	275.00
Apartment/Annex	290.00

<u>Address</u>	<u>Rate Effective 10/01/09</u>
<u>Department of Parks and Recreation</u>	
1418 Descanso Drive, La Canada 91001	220.50
5441 Palm, La Canada	143.51
Vasquez Rocks 10700 W. Escondido Cyn. Rd. Agua Dulce	231.53
<u>Department of Internal Services</u>	
12441 Osborne Street, Pacoima	151.04

ARTICLE 10 BILINGUAL PAY

The parties agree to recommend to the County's Board of Supervisors that said Board adopt and implement, through amendment to the County Code, an increase in the additional compensation which may be received, if all the conditions enumerated in Section 6.10.140 of said code are met, from \$80 per month to \$100 per month (\$50.00 per pay period) effective January 1, 2001.

The parties further agree to recommend to the County's Board of Supervisors that effective January 1, 1992, said Board adopt and implement through amendment to County Code Section 6.10.140 that temporary and recurrent employees who meet the conditions stated in said County Code shall be eligible to receive bilingual pay.

ARTICLE 11 PAYDAYSSection 1.

The parties agree that payroll warrants, including base pay, bonuses, overtime, or any other compensation, will be issued semi-monthly on the 30th day of the month for work performed from the first day through the fifteenth day of the month and on the 15th day of the following month for work performed from the sixteenth day through the last day of the month. If such a day falls on a Saturday, Sunday, or holiday, the payday shall be the immediately preceding regular work day. Employees may opt to participate in the Direct Deposit Program, in which the entire semi-monthly net pay is automatically deposited directly into the employee's checking or savings account at the bank, savings and loan, or credit union of his/her choice which is a member of the Automated Clearing House. Such deposits will be made on or before the 15th and 30th days of each month.

Section 2

The provisions of this Article will be impacted by the implementation of a new payroll/personnel system commonly known as e-HR in on or after January 2010 through December 31, 2012. Any impact on implementation of the proposed system changes (including bi-weekly pay) on wages, hours, or other terms and conditions of employment will be negotiated with Local 721 in the same manner, and subject to the same conditions, as that provided for in Article 29 e-HR of this Memorandum of Understanding.

ARTICLE 12 SICK LEAVESection 1.

The parties agree that on the effective dates listed below, full pay sick leave shall be earned and accrued as follows:

Employees hired prior to July 1, 1986, shall, effective January 1, 1994, earn 0.050 of an hour of full pay sick leave (0.075 of an hour for employees working a 56 hour shift) for each qualifying hour of service during a pay period. Qualifying hours include all active service hours, but do not include regular days off or overtime. Full pay sick leave earned is available for use on the first day of the subsequent pay period. There is no change to the maximum number of days of full pay sick leave that may be earned each calendar year. Employees will no longer receive a lump of sick leave on January 1 of each calendar year. Such employees will receive, on January 1, 1994, a number of days of special usage only sick leave on a one-time only basis. This number of days is equal to such employees' annual maximum number of full pay sick leave days. This special sick leave can be used only after all other full pay sick leave subject to 50% payoff at termination is used, (that sick leave earned on or after January 1, 1971), but may be used before full pay sick leave subject to 100% payoff is used (that sick leave earned prior to January 1, 1971). This special sick leave is not paid off at termination. Upon termination, an employee who otherwise qualifies for payoff of unused full pay sick leave is, in addition to all previously accrued and unused full pay sick leave, paid off for 50% of his or her current annual maximum number of sick leave days less any full pay sick leave taken in the year of termination.

Employees hired on or after July 1, 1986 shall, effective upon the implementation of phase 2 of the County-wide Timekeeping and Payroll-Personnel System (CWTAPPS) earn 0.050 of an hour (0.075 of an hour for employees working a 56 hour shift) for each qualifying hour of service worked during a pay period. Full pay sick leave earned is available for use on the first day of the subsequent pay period. There is no change to the maximum number of days of full pay sick leave that may be earned each calendar year.

Section 2.

The parties further agree to recommend jointly to the County's Board of Supervisors for adoption and implementation through amendment to said County Code that during the term of this agreement only, full-time, permanent employees may be paid for unused full-pay sick leave as follows:

- a) An employee may, at his/her option, be paid for up to 3 sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from July 1, 2013, through December 31, 2013, and if, by December 31, 2013, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on December 31, 2013.
- b) An employee may, at his/her option, be paid for up to 3 sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from January 1, 2014, through June 30, 2014, and if, by June 30, 2014,

he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on June 30, 2014.

- c) An employee may, at his/her option, be paid for up to 3 sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from July 1, 2014, through December 31, 2014, and if, by December 31, 2014, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on December 31, 2014.
- d) An employee may, at his/her option, be paid for up to 3 sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from January 1, 2015, through June 30, 2015, and if by June 30, 2015, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on June 30, 2015.
- e) Further, an employee who elects to receive payment for unused sick leave as provided in this Article shall make his/her election known in a manner prescribed by Management within one month following the date said employee qualifies for said payment.

Section 3.

For purposes of this Article, a day of full-pay sick leave shall be defined as:

- a) Eight (8) hours for persons employed on a forty (40) hour per week basis.
- b) A pro rata portion of eight hours in the case of one-half time or more permanent employees.
- c) Twelve (12) hours for persons employed on a fifty-six (56) hour per week basis in the Probation Department, the Fire Protection Districts, and the Forester & Fire Warden's Department.
- d) Eleven (11) hours for all other persons employed on a fifty-six (56) hour per week basis.

Section 4.

The parties further agree to recommend to the County's Board of Supervisors that Section 6.20.040 of the County Code shall continue to provide part pay sick leave benefits based on length of service. Such benefits shall be at the rate of 65% and 50% pay and shall be available for use subject to the conditions and limitations set forth in said County Code.

Section 5. Personal Leave

Beginning January 1, 2007, employees may use up to 96 (ninety-six) working hours (up to 144 working hours for those employees employed on a 56-hour workweek) of accrued

full-pay sick leave in any one calendar year for personal reasons pursuant to County Code Section 6.20.030 A(2). When leave, pursuant to this Section is needed to attend to the illness or injury of a family member as defined in Article 16, Bereavement Leave, in the Local 721 Fringe Benefit MOU, departmental requirements for prior approval will be applied only to the extent practicable.

Persons employed in positions requiring a California license to practice nursing will be able to use up to 96 working hours for personal reasons in any one calendar year.

ARTICLE 13 PAYING OFF TIME CERTIFICATES

After an employee leaves County service, he/she shall be paid for any unused and payable sick leave, accumulated holiday time, and vacation time at the workday rate of pay in effect on the employee's last day of County Service. Such payment shall be made in one lump sum payment within 30 days or as soon as practicable thereafter. Payment for accumulated overtime shall be paid on the same basis.

Employees, other than those laid off due to a reduction in work force, who are later reemployed or reinstated by the County, shall be considered new employees in all respects with regard to service, compensation, and benefits.

Any full-time permanent employee, who has at least six months continuous service and is laid off pursuant to Civil Service Rules with less than 10 business days' notice, shall be eligible to receive, at the employee's option, one-half of any earned base pay remaining on the books as of the employee's last day of County service. Upon the employee's request to the appointing authority, such payment shall be made within five business days following the employee's last day of County service. The employee's departmental payroll section shall submit the appropriate payroll information to the Auditor-Controller within two business days from the date of the employee's request.

ARTICLE 14 MEAL RATES

The parties agree to recommend jointly to the County's Board of Supervisors that said Board adopt and implement through amendment to the County Code the following meal rates to be paid by those persons who purchase meals in County institutions:

	<u>Effective 10/01/09</u>
Breakfast	\$2.00
Lunch	\$2.50
Dinner	\$3.00

All employees who are currently provided free meals by the County shall continue to receive free meals for the term of the Memorandum of Understanding.

ARTICLE 15 VACATION

Section 1.

In accordance with phase 2 of CWTAPPS, vacation will be earned and accrued as described below:

On the day phase 2 of CWTAPPS is implemented, each employee otherwise eligible to receive paid vacation shall be credited with that amount of time earned since the employee's last vacation anniversary date. The only exception to this March 1, 1993, posting is for new employees who have not completed one year's service. For such employees, the pro rata share of vacation will be posted as reserve time and not be available for use until the employee completes one year. At that time, all the March 1, 1993, time plus accrued time since March 1, 1993 will be available for use. Subsequently, such employee will accrue additional vacation each pay period based on the accrual tables listed below for each qualifying hour of service. Qualifying hours include all active service hours, but do not include regular days off or overtime. Annual calendar year maximums remain the same as before implementation of CWTAPPS.

Table 1. Vacation for 40 hour employees:

<u>Years of Service</u>	<u>Vacation Accrual Rate</u>	<u>Maximum Hours</u>
0-4 years	0.041	80
4-9 years	0.060	120
9-10 years	0.064	128
10-11 years	0.068	136
11-12 years	0.072	144
12-13 years	0.076	152
13 years or more	0.080	160

Table 2. Vacation for 56 hour Probation employees:

<u>Years of Service</u>	<u>Vacation Accrual Rate</u>	<u>Maximum Hours</u>
0-4 years	0.057	112
4-9 years	0.084	168
9-11 years	0.096	192
11-13 years	0.108	216
13 years or more	0.112	224

Table 3. Vacation for Fire Department 56 hour employees:

<u>Years of Service</u>	<u>Vacation Accrual Rate</u>	<u>Maximum Hours</u>
0-4 years	0.075	144
4-10 years	0.097	192
10-12 years	0.111	216
12 years or more	0.122	240

Section 2.

The parties agree that effective December 31, 1993, employees whose current and deferred vacation total more than 40 days at the end of a calendar year may defer the excess vacation time over 40 days to the following calendar year. After that year, if such excess vacation time over 40 days has not been used, the employee will be paid for such excess vacation time at the straight-time rate in effect on the last day of said year of deferment.

Section 3.

Nothing in this Article diminishes the department head's authority to grant, schedule, and defer vacation time.

ARTICLE 16 BEREAVEMENT LEAVESection 1.

The parties agree to recommend to the County's Board of Supervisors that bereavement leave shall be as defined and provided for in the County Code in the event of death of father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, husband, wife, child, stepchild, grandfather, grandmother, grandchild, or domestic partner, and domestic partner's father, mother, stepfather, stepmother, child, stepchild, and grandchild.

The parties further agree that effective January 1, 1999, if an employee is required to travel a minimum of 500 miles one way, he or she shall be eligible to receive 2 additional working days of bereavement leave for a total of 5 days. In addition, the employee shall be allowed use of other paid or unpaid leave if one-way travel over 500 miles is required.

Section 2.

Nothing in this Article precludes an employee from requesting additional time off for bereavement as defined above. If granted by Management, such additional time off for bereavement shall be charged to the employee's accrued vacation, overtime, personal leave, or holiday time, or taken as time without pay, as elected by the employee.

ARTICLE 17 HOLIDAYS

Section 1.

The parties jointly agree to recommend to the County's Board of Supervisors for adoption and implementation through amendment to the County Code that the following dates be observed as holidays during the term of this agreement:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas	December 25

Section 2.

In the event an employee covered by this agreement is scheduled to work a named holiday on or after January 1, 1996, such holiday may be accrued and taken off at a time chosen by the employee, subject to the approval of management. All unused holiday time not taken after two years from the date of the individual holiday may be paid at the employee's current rate at the option of Management. All accrued holiday time shall be paid at the employee's current rate when the employee separates from County service.

ARTICLE 18 DEFERRED COMPENSATION AND THRIFT PLAN

Section 1.

The parties have mutually agreed to the provisions of the Deferred Compensation and Thrift Plan ("Plan"), also known as Horizons, which is fully set forth in Chapter 5.25 of the County of Los Angeles Code as it was restated on August 19, 2003. With respect to employees covered by this Memorandum of Understanding, the Plan provides benefits mutually agreed upon by the parties. The parties intend that Horizons shall operate as an eligible deferred compensation plan pursuant to Section 457 of the Internal Revenue Code and other applicable laws.

Section 2.

The parties further agree on the following matters which provide operational details concerning Plan operation, or are related to the Plan but are outside the scope of its provisions:

- A. The provisions of Chapter 5.25 are not subject to the Grievance Procedure set forth in Article 26 of this MOU,
- B. The monthly matching contributions provided in Section 5.25.050 of the Plan, beginning on January 1, 2001 shall be dollar-for-dollar to a maximum of 4% of the participant's compensation, as defined in the Plan.

- C. As set forth in Section 5.25.050 of the Plan, this Memorandum of Understanding provides for a dollar cap on matching County contributions and said cap establishes an annual expenditure limit that operates on a July 1 to June 30 cycle as set forth below:

- D. The General County plus special fund and special district contributions provided by the Plan for represented employees shall not exceed \$121 million for fiscal year 2013/14 and \$130 million for fiscal year 2014/15.

Any unspent monies will be carried over to the next fiscal year. Beginning July 1, 2015 there will be no cap on the County contribution.

- E. To the extent that employees represented by SEIU Local 721 are impacted, the termination of the Horizons Plan or the amendment of any Plan provisions that are subject to negotiation shall be negotiated between the parties.

- F. In the event that the County is mandated by Federal or State law to re-enter the Social Security system during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such mandate on the matching contributions of the employees represented by SEIU Local 721 to be covered by Social Security.

G.. In the event that applicable law is changed to require the Plan be terminated or merged into another form of deferred compensation program during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such termination or merger on Plan participants who are employees represented by SEIU Local 721.

Section 3.

It is agreed between the parties that any conflict between this Article and the Horizons Plan provisions of the County Code be resolved in favor of the Memorandum of Understanding provisions.

Section 4.

Should LACERA fail to adopt the recommended changes to Retiree Health Reform, the Options Fringe Benefit will be re-opened for negotiations.

ARTICLE 19 JOINT LABOR-MANAGEMENT COMMITTEE ON EMPLOYEE WELLNESS

The parties agree that during the term of this Memorandum of Understanding they will actively cooperate in developing an employee wellness program. Said program shall include but not be limited to: smoking cessation, weight control, stress management, diet control and worksite wellness activities. Further, the parties agree that such a program shall be coordinated by the Joint Labor-Management Committee on Employee Wellness which shall be a sub-committee of the Local 721 Benefits Administration Committee (Article 8, Options). The Joint Labor-Management Sub-Committee on Wellness shall be comprised of three (3) employee representatives designated by Local 721 and three (3) representatives designated by Management. The Joint Labor-Management Sub-Committee on Wellness shall make advisory recommendations to the Benefit Administration Committee (BAC) regarding improvements in the Employee Wellness Program.

ARTICLE 20 JOINT LABOR-MANAGEMENT ADVISORY COMMITTEE ON
PRODUCTIVITY ENHANCEMENT

The parties agree to recommend to the County's Board of Supervisors that the Advisory Committee on Productivity Enhancement established by said Board of Supervisors continue to function during the term of this agreement. Two members of this Committee shall be representatives of SEIU, Local 721.

ARTICLE 21 SOCIAL SECURITY RELATED ENHANCEMENTS OF BENEFITS

The parties agree to request that the Board of Supervisors adopt and implement the following: an increase in the amount of the health insurance premium paid by the County; a County administered savings plan for Retirement Plans A-E; reopening of Retirement Plans D and E; the applicability of Internal Revenue Code 414 (h) (2) to employee retirement contributions; health insurance for retirees; and Long Term Disability Program for Retirement Plans A-D.

Further, the parties negotiated the following items at the Fringe Benefits Table:

- Continuation of retirement subsidy through August 31, 1985
- Life insurance and disability coverage
- Survivor's benefits
- Life insurance and supplements
- Medicare
- Continuation of dependency coverage in health insurance plans
- Continuation of COLA levels for Retirement Plans A-D
- Continuation of COLA levels for Plan E, LTD, and survivors
- Reverting to non-integrated contribution rates in Retirement Plans A - D for employees impacted by Social Security withdrawal
- Two-year early retirement credit
- Parity of benefits for Retirement Plans D and E
- Long Term Disability
- No Long Term Disability offset

- Elimination of 3-day injury leave waiting period
- Complete restoration of injury leave benefits
- Annual enrollment periods for County-sponsored health insurance plans
- Continuation of health insurance coverage to employee during I.A. or extended sick leave
- Payment of health insurance premium for laid-off employees
- County-paid dental insurance coverage
- Dental coverage to County employees regardless of status
- Annual dental insurance enrollment
- Enhancement of dental insurance to include orthodontic, prosthodontics, and cosmetic coverage
- Full dental coverage for employees on I.A., sick leave, or layoff
- Increases in sick leave accrual
- Enhancements to sick leave

In the event that Los Angeles County rejoins the Social Security System, the Retirement and Benefit enhancements program herein may be terminated by the Board of Supervisors.

LTD Program for Retirement Plans A-D

- Tax-deferred contributions
- Thrift Plan

- Safety Net
- Health insurance enhancements for retirees

The parties acknowledge and agree that the aforementioned items are Social Security related enhancement benefits which were negotiated at the Fringe Benefit Table as a result of combining the Social Security and the Fringe Benefit Tables.

In the event that the County rejoins the Social Security System, the parties agree to meet and confer regarding the impact of Social Security coverage on affected employees. Such meet and confer process shall include, but not be limited to, the impact of the decision to terminate the Retirement and Benefit enhancements program provided for in this Article.

ARTICLE 22 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither Local 721, SEIU, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition, or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 23 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his/her duly authorized representative [Address: 500 West Temple Street, Los Angeles, California 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The Local 721, SEIU principal authorized agent shall be the Executive Director or his/her duly authorized representative [Address: 1545 Wilshire Boulevard, Los Angeles CA 90017, Phone: (213) 368-8660].

ARTICLE 24 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State, and County laws and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or County rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, rule, or regulation, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 25 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Where a Full Understanding, Modifications, Waiver Article is included in a separate Memorandum of Understanding applicable to a recognized employee representation unit, it shall apply to this Memorandum of Understanding.

ARTICLE 26 ARBITRATION OF GRIEVANCES

Wherever a provision for binding arbitration of grievances is included in the Grievance Procedure of a separate Memorandum of Understanding, it shall be applicable to the provisions of this Memorandum except any subject matter relating to County-sponsored employee group insurance plans that could impose on the carrier, the provider, or the County an obligation which would be in conflict with the applicable law and/or the contracts or service agreements between the County and the carrier or provider.

A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles of this agreement shall be entirely advisory in nature and shall not be binding upon any of the parties:

- Non-Discrimination
- Implementation
- Term
- Renegotiation
- Authorized Agents
- Provisions of Law

ARTICLE 27 COMMUTING PROBLEMS

The parties agree that during the life of this contract they will actively cooperate in the development and implementation of solutions to the problems of energy waste, air pollution, and congestion created by employee use of motor vehicles. This mutual effort shall include, but not be limited to, producing incentives for the use of car-pools and public transportation.

During the term of the 2009-2012 MOU the parties agree that the County will implement the provisions of the Commuter Benefit Plan (August 20, 2009 Proposal)

A Green@Work joint labor management committee will be convened within 60 days following approval of the MOU by the Board of Supervisors. The CEO shall designate five (5) representatives and Local 721 will designate five (5) representatives to participate in the committee. The purpose of convening the joint labor management committee is to review current efforts to provide employees with opportunities to reduce commuting times and consider ways to strengthen these efforts, including review of piloting “proximate commuting transfer match system” to identify transfer opportunities, expansion of TeleWork participation, use of incentives for employees to utilize public transportation, and expansion of alternative work schedules.

The County and SEIU Local 721 agree that the Green@Work Joint Labor Management Committee will include as its mission a review of current efforts to provide employees with opportunities to reduce commuting times and consider ways to strengthen these efforts,

including review of piloting “proximate commuting transfer match system” to identify transfer opportunities, expansion of TeleWork participation, use of incentives for employees to utilize public transportation and expansion of alternative work schedules.

The County will advance to the Green@Work Joint Labor Management Committee \$200,000 each year of the term of this agreement only. These funds shall be used for the specific purpose of maximizing direct financial rideshare subsidies for employees, and enhancing alternative transportation systems, such as shuttle services, van pools, car pools, bicycle parking, other transit services and guaranteed ride home services.

The Green@Work joint labor management committee will submit recommendations to the Chief Executive Officer and to the SEIU Local 721 Bargaining Policy Committee. The County will make every effort to implement those recommendations that have joint approval as soon as fiscally and administratively possible.

ARTICLE 28 PAID LEAVE FOR TEMPORARY EMPLOYEES

The parties agree that daily and hourly temporary employees shall continue to be eligible to receive paid leave in accordance with the following provisions:

1) Eligibility

Any temporary employee subject to this Memorandum of Understanding who is employed exclusively on an hourly as-needed ("F" item) or hourly recurrent ("H" item) basis during the calendar years 2013-2015 shall be eligible for paid leave pursuant to this Article.

2) Earning and Accrual of Leave

An eligible employee shall earn paid leave to a maximum of 24 hours per calendar year based on the total number of days worked during the year of eligibility, as shown below. For this purpose at least one hour of work per day shall constitute one day of work.

<u>Minimum Number of Days Worked</u>	<u>Amount of Paid Leave</u>
60 days	8 hours
100 days	16 hours
140 days	24 hours

Paid leave as shown above shall be credited to the employee on January 1 following the year in which it was earned.

3) Use of Leave

Paid leave, in increments of 8 hours only, may be taken off, subject to prior approval of Management, or paid for at the employee's request during the calendar year in which it was credited to the employee, and shall not be carried over to any subsequent year.

4) Pay for Unused Leave

Unused credited leave shall be paid for under any one or more of the following conditions:

1. At the employee's request;
2. At the end of the calendar year in which it was credited to the employee; or
3. At the employee's termination from County service.

Pay for unused leave shall be at the employee's work day rate in effect at the time of payment.

The provisions of this Article do not apply to retirees of the County of Los Angeles.

ARTICLE 29 ELECTRONIC HUMAN RESOURCES (e-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, that will impact wages, hours or other terms and conditions of employment, the County will notify SEIU Local 721 in writing at least 90 calendar days prior to making such changes. If SEIU Local 721 wishes to negotiate with the County regarding the impact of any such system changes, SEIU Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasses procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 30 CHILD CARE

The County of Los Angeles, recognizing the needs of working parents, and in the interest of retaining a quality workforce, agrees to pursue employer-associated child care options for children of County employees.

The parties agree to establish a child care labor-management committee, effective on the implementation date of this MOU. The committee shall consist of no more than five representatives from Local 721 and no more than five representatives from the County. The purpose of this committee is to meet and consult regarding the administration of current child care centers, the establishment of new child care programs, and determining funding sources for the provision of on-site child care at County facilities. The Chief Executive Office will consider funding recommendations from the committee to address child care planning expenses, child care needs assessments, and educational materials related to child care for County workers.

ARTICLE 31 MILEAGE REIMBURSEMENT

Section 1. Definitions

A. PERMITTEE means those employees as defined in Section 5.40.190 of the County Code of the County of Los Angeles.

Section 2. Mileage Rates

A. The parties jointly agree to recommend to County's Board of Supervisors that said Board provides mileage reimbursement for mileage permittees as follows:

1. \$0.53 cent per mile for all miles driven in a month (claiming period), effective January 1, 2013.
2. \$0.525 cent per mile for all miles driven in a month (claiming period), effective January 1, 2014.

B. Management Rights

The department head has the right to determine which employees are required to provide a private vehicle to carry out County services. It is agreed that Management reserves the right to require any permittee to use a County vehicle at any time

C. Adjustment of Rates

The parties agree that reimbursement rates may be adjusted by the cents per mile adjustment on dates other than July 1 of each year to coincide with the adjustments

in the standard mileage reimbursement rate as established by the Internal Revenue Service (IRS rate).

Section 3. Damage to Personal Vehicles

The parties agree to recommend to the County Board of Supervisors that said Board extend the provisions of County Code Section 5.85 regarding reimbursement for damage to personal vehicles to all permittees covered by this MOU. In addition, effective January 1, 2001, the parties agree to recommend that the Board of Supervisors amend Section 5.85 to provide rental car coverage, to be the actual costs of such rental car, not to exceed \$40.00 per day, and a 30 day limit, and towing coverage, to be actual towing charges (and, if required, storage costs), not to exceed 50 miles in towing and \$10.00 per day storage. Also, it is understood that damage which occurs in the employee's headquarters parking lot is covered by the insurance program described in Section 5.85 of the County Code, effective January 1, 2001.

Section 4. Personal Liability

Annually, the County will provide to each mileage permittee a notice that the County, pursuant to the California Government Code, will provide third party liability protection for employees who drive on County business. This notice will also contain procedures for employees to follow to claim this liability protection.

Section 5. Parking Reimbursement

Employees eligible for reimbursement under the provisions of Section 2 shall be entitled to reimbursement for actual parking expenses incurred in connection with the performance of their duties during the monthly period utilized for calculation of mileage reimbursement.

Reimbursable parking expenses shall be those expenditures actually incurred by an employee for parking at a facility other than the facility designated as the employee's headquarters for purposes of mileage reimbursement. Such expenses shall not include any expenditure by the employee at any public or private parking facility when such facility is utilized by the employee for access to and from his/her normal place of business.

Management may impose reasonable requirements on any employee for reporting date, location, duration, reasons and cost of parking for purposes of reimbursement.

Section 6. Overpayments, Underpayments, Disputed Claims

Overpayments

The parties agree in the event overpayments on warrants for reimbursement of mileage or parking are made by County to an employee, Management will endeavor to notify the employee of the overpayment prior to making any deductions to recover such overpayments. Upon request by the affected employee, Management will endeavor to reach a mutually acceptable method of repayment.

Underpayments

When a mileage permittee does not receive reimbursement for mileage to which he/she would be otherwise entitled, if he/she notifies his/her Departmental Payroll Clerk within two (2) business days of receipt of his/her regular pay warrant that would have included mileage reimbursement, the Auditor-Controller will correct the under reimbursement within three (3) business days in accordance with the regular paycheck error procedure.

Disputed Claims

In the event there is a dispute involving the number of claimed miles, the Auditor-Controller will adjust the mileage claim and reimburse the permittee the lower amount on the next scheduled payroll warrant. A copy of the adjusted claim and Notice of Adjusted Claim will be returned to the permittee.

If the permittee agrees with the adjusted amount, no further action is required and the claim is considered settled. If the permittee disagrees, then the permittee should complete the Notice of Adjusted Claim and return it along with the photocopy of the claim to his or her Mileage Clerk who will then forward it to the Auditor's Office. Upon review, if it is determined by the Auditor-Controller that an adjustment is appropriate, the under reimbursement will be corrected on the following payday.

Nothing contained in the Section shall be construed as preventing Management from taking any action necessary to comply with any applicable law.

Section 7. Rationing Re-opener

In the event fuel rationing is imposed by appropriate authority during the term of this agreement, the parties agree upon the written request of either the County or Local 721, SEIU, made following the announcement that rationing will be imposed, to reopen this agreement for the sole purpose of negotiations, to reach agreement on the subject of fuel rationing as it applies to employees required to use their personal autos on County business. All other provisions of this agreement shall remain in full force and effect during this period of negotiations.

Section 8.

The parties agree that upon either party's request, a joint labor-management committee will be established to discuss mileage issues.

ARTICLE 32 LEAVE DONATIONS

In an effort to provide a mechanism for assisting employees who have a serious or catastrophic illness or injury, or who are absent due to a major disaster as declared by the Board of Supervisors; the parties agree that effective January 17, 1994, full pay sick, and vacation hours may be transferred from one or more employees and donated to another employee, on an hour-for-hour basis, upon the request of both the receiving employee and the transferring employee(s), and upon approval of the receiving employee's appointing authority or designee under the following conditions:

- A. The receiving employee is required to be absent from work due to injury or the prolonged illness of the employee; has exhausted or will foreseeably exhaust all earned leave hours, including but not limited to, sick leave, vacation, compensatory time and holiday credits, and is therefore, facing the loss of salary and benefits.

Employees who are absent from work due to an Emergency as declared by the Board of Supervisors will be eligible to participate in this Leave Donation program to the extent such employee has exhausted or will foreseeably exhaust all earned leave hours except full and part pay sick leave.

- B. The transfers are voluntary. Transfers are to be a minimum of one (1) hour, and in whole hour increments, thereafter.

- C. Transfers for employees who are sick or injured are made from accrued full pay sick, or vacation leave balances. All current and deferred vacation hours may be donated. However, only that portion of full pay sick leave in excess of 160 hours may be donated. Transfers for employees who are absent due to an Emergency, as declared by the Board of Supervisors, are limited to current and deferred vacation hours.

- D. Transfers shall be allowed to cross departmental lines upon approval of the appointing authority, and/or, his/her designee in accordance with policies of the receiving departments.

- E. Transfers of full sick pay hours will not count as time used and will not adversely affect an employee's right to cash in sick leave hours as provided for under Article 12, Section 2 of this MOU.

- F. Transfers are irrevocable. If any donated hours remain at the end of the employee's catastrophic leave, they shall remain for the sole use of the recipient, except that if the employee dies the remaining 100% sick leave must be returned to the donor on a "last in first out basis."

- G. The total transfer credits received by an employee shall normally not exceed 1040 hours, however, donations in excess of 1040 hours may be considered and approved by the employee's appointing authority, or his/her designee.

- H. Upon approval of a request for donations, the appointing authority (or his/her designee) shall, at the employee's request, post a notice of the eligible employee's need for donations on departmental bulletin boards accessible to employees. Confidential medical information shall not be included in the notice.
- I. Donations shall be administered according to procedures established by the Auditor-Controller and Chief Executive Officer that are not in conflict with the provisions of this Article, and requested on a form prescribed. Signed approvals of the receiving and donating employees must be properly provided before a donation is processed.
- J. Nothing in this section shall be construed to modify the employment relationship between the County and the receiving employee; restrict County's management rights; nor modify existing County rules, policies or agreements regarding unpaid leave of absence or parental leave.

ARTICLE 33 PENSION SAVINGS PLAN

Section 1. Purpose

The Pension Savings Plan (the “Plan”) is a retirement plan for temporary and part time employees of the County of Los Angeles who are not eligible to participate in the Los Angeles County Employees Retirement Association. It is intended that the Plan qualify under IRC Sections 457 and 3121 as a benefit enhancement provided to employees in lieu of participation in the Social Security System.

Section 2. Plan Document

The parties mutually agree that the benefits provided by the Plan shall be those provided in Chapter 5.19 of the County of Los Angeles Code (the “Plan”) and is fully incorporated by reference in this Article 33.

Section 3. Operational Details

The parties further agree on the following matters which provide operational details concerning Plan operation, or are related to the Plan but are outside the scope of its provisions:

- A. The provisions of Chapter 5.19 are not subject to the Grievance Procedure set forth in Article 26 of this MOU,

- B. The County monthly contribution shall be 3 percent of compensation and the minimum monthly employee contribution shall be 4.5 percent of compensation.

- C. The Plan Administrative Committee (PAC) shall have responsibility for the operation and administration of the Plan and trust, and the members of the PAC shall be trustees subject to the fiduciary duties imposed on trustees under California law, including but not limited to the duties imposed by the Uniform Prudent Investors Act.

- D. The Plan shall be administered by the PAC, consisting of the Auditor-Controller, Chief Executive Officer, County Counsel, Treasurer and Tax Collector, a representative of Local 721, SEIU, and a representative of the Coalition of County Unions. Local 721, SEIU, and the Coalition of County Unions may each designate one named alternate member. Administrative costs will be charged against the account earnings, subject to limits set by Federal regulation. Policies and procedures will be established to minimize administrative costs. The PAC shall provide to each participant a periodic statement of account and information describing the benefits provided by the plan.

- E. To the extent that employees represented by SEIU Local 721 are impacted, the termination of the Plan or the amendment of any Plan provisions that are subject to negotiation shall be negotiated between the parties.

- F. In the event that the County is mandated by Federal or State law to re-enter the Social Security system during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such mandate

on the matching contributions of the employees represented by SEIU Local 721 to be covered by Social Security.

- G. In the event that applicable law is changed to require the Plan to be terminated or merged into another form of deferred compensation program during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such termination or merger on Plan participants who are employees represented by SEIU Local 721.

Section 4.

It is agreed between the parties that any conflict between this Article and the Plan provisions of the County Code be resolved in favor of the Memorandum of Understanding provisions.

ARTICLE 34 TERMINATION PAY

The parties agree to study and implement roll over of termination pay (time certificates) into a tax qualified plan by July 1, 2005.

In November 2004, the Termination Pay Pick Up Plan (TPP) was implemented to tax defer termination pay (time certificates). Effective May 31, 2006, the TPP ceased accepting new applications pending further IRS guidance.

Pending the outcome of the IRS guidance, management shall continue to work with the Union to have the TPP comply with the new regulations; otherwise, investigate alternatives for the tax deferral of termination pay.

ARTICLE 35 401(K) SAVINGS PLAN

Permanent County employees currently participating in or eligible to participate in the 401(k) Savings Plan shall continue to be eligible for and participate in said plan upon unit certification or accretion of their classification into a Local 721 bargaining unit. Any and all future changes the County makes to the 401(k) Savings Plan for non-represented employees, shall be extended to and become part of said eligible or participating employee's 401(k) Savings Plan.

It is the intent of this Article to provide a "grandfathered" benefit to individual employees currently participating or eligible to participate in the 401(k) Savings Plan (Chapter 5.26 of the County Code) following unit certification or accretion of their class into a Local 721 Bargaining Unit.

Any employee subsequently hired, transferred, promoted, or who demotes into an accreted job classification, and/or whose class is in a newly certified unit shall not participate in the 401(k) Savings Plan. An employee, who was not otherwise previously eligible for or participated in the 401(k) Savings Plan, shall not become eligible to participate in the Plan based on the grandfathering provisions of this Article.

The "grandfathering" provisions apply on an individual employee basis and do not extend to job classifications.

Nothing in this Article changes the parties practice regarding the 401(k) Savings Plan for non-represented employees who voluntarily elect a change in their employment status to a represented bargaining unit.

The County shall not discriminate against employees, or otherwise restrict their participation in the 401(k) Savings Plan on the basis of their unit certification or accreted status as represented employees.

The parties agree that the exclusive management, control, and administration of the 401(k) Savings Plan shall be at the discretion of the County. Any current and future changes, modifications, or termination of the 401(k) Savings Plan shall be at the sole discretion of Management, subject to the County meeting and consulting with the Union prior to implementing any changes or termination of the 401(k) Savings Plan.

APPENDIX A

**SEIU Local 721 – County of Los Angeles
 Joint Labor Management
 Health Insurance Cost Mitigation, Goals, and Objectives
 Wellness and Health Insurance
 Cost Containment Strategic Action Plan**

I. Guiding Principles

- A.** *Provide affordable, quality and comprehensive benefits that meet the diverse work-life needs of employees and their dependents.*
- B.** *Create a County-wide wellness and consumer-wise culture by promoting adoption of healthy lifestyles and the cost sensitive use of health care benefits as tools to help improve employee health, control health insurance costs, reduce employee absenteeism and associated costs and to improve employee morale and productivity.*
- C.** *Provide competitive and highly valued employee benefits designed to help attract and retain healthy employees.*
- D.** *Obtain outstanding market value (cost, benefits, access and quality) for all benefits offered to employees.*
- E.** *Improve the effectiveness of County-wide wellness and disease management, programs to be consistent with wellness and this cost mitigation strategy.*
- F.** *Make recommendations on policies and best practices to coordinate the development of Employee Wellness Programs on a County-wide and department level basis.*

II. Strategic Goals

A. *Measurably control costs and level off annual rate increases below average/normal cost trends*

1. *The County and Local 721 will work collaboratively to limit annual HMO rate increases to less than normal/average cost trend.*
2. *Assure carrier administrative fees (profit, retention, etc.) are appropriate given actual claims expense and loss ratios.*

B. *Measurably reduce unnecessary health care utilization to levels below current Options levels and to levels that reflect a healthier population*

1. *Reduce key utilization measures from current Options levels, including hospital and physician and prescription drug utilization.*

Promotion of wellness and preventative office visits, urgent care and to the appropriate care should be encouraged to avoid unnecessary emergency care and hospital visits.

2. *Measure the effect of these reductions on Options costs and annual rate increases.*
3. *Support cost effective clinical care, complex case and disease management programs that promotes better results in the most prevalent and costly chronic diseases and/or acute conditions.*

C. *Measurably improve employee health status to levels better than average for similar employee populations*

1. *Increase employee participation in targeted wellness, risk reduction and disease management programs. , .*
2. *Track employee participation levels, lifestyle/behavior changes and clinical outcomes year over year.*

3. *Measure the effect of these programs on employee health status, Options utilization, cost and annual premium rates.*

D. *Measurably improve quality of care*

1. *Hold carriers accountable for ongoing quality improvement related to critical processes and outcome measures and employee satisfaction.*
2. *Study and compare HMO/PPO “unit costs” and clinical quality outcomes to help obtain the most cost effective and efficient delivery of services.*
3. *Develop performance guarantees with the carriers tied to the above goals.*

E. *Evaluate alternative Health Plans*

Market current Health Plans to competitive bids via a Request for Proposal (RFP) process when determined to be necessary.

F. *Implement a comprehensive year-round employee education and communication strategy that effectively engages employees in targeted wellness and disease management programs and that promotes positive employee lifestyle and behavior change.*

G. *Evaluate and implement cost effective “Value Based” plan designs.*

III. Short Term Objectives and Action Plan

A. *Data collection and reporting – Through the use of Health Plan specific planning and evaluation tools (specifically Executive Summary Analyses, Dash Boards and Action Plans):*

1. *Identify and compare the most prevalent, fastest growing, and costly diseases/conditions and related risk factors for Options participants based on various measures of cost and utilization of services for each of the last two years.*
2. *Measure and compare Options specific utilization levels and costs over the last two years and identify cost trends and utilization patterns that are considered above average.*

3. *Benchmark past years and compare future clinical care outcomes, cost, utilization patterns, and employee participation levels yearly to develop cost, utilization, and participation measures to determine the effectiveness of disease management and wellness programs.*
4. *Measure carrier clinical quality and employee satisfaction improvement over the last three years through the use of CCHRI data and Options specific surveys. Also, measure provider specific performance against appropriate industry benchmarks.*
5. *Obtain and compare HMO unit costs and quality outcomes data to assess the cost and quality differences between HMO plans.*
6. *Incorporate County specific wellness clinical disease management outcomes measures into HMO performance standards.*

B. Wellness and Disease Management

1. *Identify the availability of HMO/PPO Wellness, Risk Reduction and Disease Management Programs.*
2. *Implement “targeted” programs based on Options specific disease prevalence, related major risk factors and high cost areas of hospital, physician and prescription drug utilization.*
3. *Identify a) County b) Local 721 and c) HMO/PPO communication and incentive/reward resources that can be used to promote employee participation in and completion of Wellness and Disease Management Programs on a year-round basis. .*
4. *Obtain written commitments from the carriers regarding their data reporting capabilities, financial and program resources in support of this strategy.*
5. *Prioritize, implement, coordinate and evaluate programs on an ongoing basis (see Data Collection and Reporting).*
6. *Investigate the new predictive modeling programs and other industry advancements that identify and avoid serious illness in advance.*

7. *Develop a Health Fair model that effectively engages employees in seeking appropriate follow-up care with their primary care physician and year-round wellness programs.*

C. Employee Education and Communication

1. *Develop a year-round coordinated carrier, County and Local 721 employee education and communication campaign that targets major cost drivers, that promotes employee participation in wellness and disease management programs and results in employee lifestyle and behavior change.*

Education should also promote consumer-wise and cost sensitive use of healthcare services, including targeted communications at the key time for patient decisions and engagement.

D. Worksite Wellness Committees

County management and departmental employees, including Local 721 representatives on worksite wellness committees, will work collaboratively in partnership to engage employees to participate in Employee Wellness Programs in order to improve their health status.

E. Evaluate and implement “Value Based” plan designs and evaluate affiliating with external Purchasing Alliances/Coalitions

1. *Identify potential plan design and funding alternatives that will help reduce unnecessary utilization and costs that incent members to use benefits in a more “consumer-wise” and cost effective manner.*
2. *Identify Value Based plan designs to encourage use of high-value care and reinforce positive employee behavior and lifestyle change, including compliance with appropriate prescription drugs for high cost care. Consider implementation of alternatives that have minimal impact on the employee’s out-of-pocket expenses and that avoids cost shifting to employees.*
3. *Plan design changes need to assure appropriate access to desired services County-wide.*

4. *Identify and pursue development of potential strategic alliances with purchasing coalitions that would add value to Options benefits as deemed useful.*

F. High Performing Providers

Have Options carriers identify high performing providers in efficiency and quality.

1. *Work with the carriers to develop an education campaign to motivate patients to use these providers.*
2. *Depending upon the results of the education program, consider reinforcing the education with financial incentives.*
3. *Develop a joint approach with the carriers to manage the least effective providers.*

G. Provider Contract Management

1. *Require that the County's carriers present and initiate a business plan for trend management through provider contracting*

Historical Footnote

Appendix A, negotiated during the 2003-2006 contract negotiations as a strategy to mitigate the upward spiraling cost of health insurance for employees, evolved into the "Cost Mitigation, Goals and Objectives" (CMGO's) and have resulted in reduced costs during the annual rate renewal process.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By Bob Jha
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By William T. Fujioka
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

ADDITIONAL SIGNATURES

SEIU, LOCAL 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By Ramon Rubalcava

By Kolinda Jean

By Amie Willett

By _____

By Keenan Sheedy

By _____

By Kevin Raulo

By _____

By [Signature]

By Frances Frey

By Doyle

By Jamie Wettenhall

By Ursula Hampton

By [Signature]

By Mrs Elena Gonzalez

By [Signature]

ADDITIONAL SIGNATURES (Continued)

SEIU, LOCAL 721, CTW, CLC

By 

By 

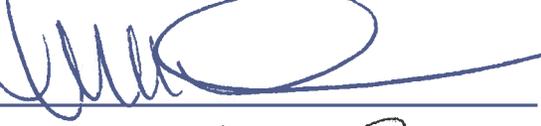
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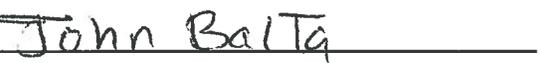
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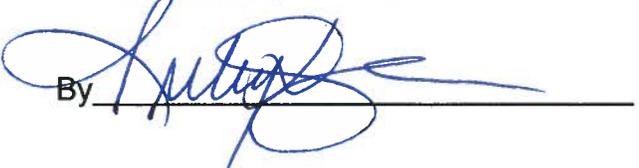
By 

By 

By 

By 

By 

By 

ADDITIONAL SIGNATURES (Continued)

SEIU, LOCAL 721, CTW, CLC

By Rev Charles D. Adams Sr

By Frederick Hudecker RN

By Elroy J. Hitzman

By _____

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
STUDENT WORKER
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management")
of the County of Los Angeles (hereinafter
referred to as "County"),

AND

SEIU, Local 721, CTW, CLC (hereinafter
referred to as "Union").

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Section 1. Majority Recognition

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, SEIU, Local 721 was certified on June 25, 2007 by the Employee Relations Commission (Employee Relations Commission File No. CP 01-07) as the majority representative of County Employees in the Student Worker Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes SEIU, Local 721 as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classification comprising said Unit as listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management shall recognize SEIU, Local 721 as the exclusive representative of the employees in said Unit when County rules, regulations or law are amended and SEIU, Local 721 has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

Section 1. Calendar for Negotiations

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term, and common language provisions. Common language provisions shall be included in the individual unit MOUs. The parties agree to bargain economic matters and operational issues that are unique to this MOU.

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating

the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.

3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.
5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee

Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect

whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by

Management, Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of

individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established

procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition,

each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.
11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination
 - Implementation
 - Term
 - Renegotiation
 - Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUESSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such

changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 21 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, AFL-CIO in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 22 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 23 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 24 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 25 EMPLOYEE PARKING

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 26 WORKPLACE RETRAINING

Section 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as

ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human

Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 27 BULLETIN BOARDS

Section 1.

Management will furnish adequate bulletin board space to SEIU, Local 721, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the

receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Boards' approval of the MOU.

ARTICLE 28 SAFETY AND HEALTH

Management shall make all reasonable efforts to provide and maintain a safe and healthy place of employment. Health and safety issues are to be reported in accordance with departmental health and safety policies and procedures.

ARTICLE 29 ELECTRONIC HUMAN RESOURCES (e-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 30 POSTING OF EMPLOYMENT NOTICES/PROMOTIONAL OPPORTUNITIES

Employees who desire information about current job openings may call the Department of Human Resources' (DHR) 24 – hour job information number at (800) 970-LIST (5478) or may access the DHR Intranet Website at <http://dhr.lacounty.info>

Additionally, Employees may access County vacancies and promotional opportunities through their respective departmental human resource office.

ARTICLE 31 BU 105 STUDENT WORKER JLMC

The parties agree to establish a SEIU, Local 721 Joint Labor-Management Committee to consult on issues of mutual concern in accordance with Employee Relations Ordinance 5.04.090.

The Committee shall be limited to a total of ten (10) members, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) unit members appointed by SEIU, Local 721 shall make up the committee.

The meetings shall be quarterly and shall commence within thirty (30) days of the ratification of the contract. If the meeting must be cancelled or postponed by either party, every effort will be made to immediately reschedule the meeting to a date and time agreeable to both parties.

Both SEIU, Local 721 and Management must mutually agree to the scheduling of any committee meeting which is not a regularly scheduled quarterly meeting.

Meetings shall be on County time for employees who are scheduled to work on scheduled meeting dates. Employees not scheduled to work on scheduled meeting dates shall not be compensated but may attend scheduled meetings.

The Committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Requests for information shall be provided in accordance with the Employee Relations Ordinance and the Public Records Act.

ARTICLE 32 OVERTIME

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

1. The County will pay overtime for all hours worked in excess of forty (40) in one (1) week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. '201, et seq.

2. The County will pay employees for any overtime worked at a rate of one and one half (1-1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

ARTICLE 33 SALARIES

Section 1.

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement during the term of the MOU the following flat hourly rate of pay applicable to the following hourly as needed classifications effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5118	SENIOR STUDENT WORKER, NURSING	CURRENT		FH		13.63
		12/13/2013		FH		13.90
		10/01/2014		FH		14.18
		02/01/2015		FH		14.46
8243	STUDENT PROFESSIONAL WORKER I	CURRENT		FH		11.99
		12/13/2013		FH		12.23
		10/01/2014		FH		12.47
		02/01/2015		FH		12.72
8258	STUDENT PROFESSIONAL WORKER II	CURRENT		FH		16.81
		12/13/2013		FH		17.15
		10/01/2014		FH		17.49
		02/01/2015		FH		17.84
8242	STUDENT WORKER	CURRENT		FH		9.92
		12/13/2013		FH		10.12
		10/01/2014		FH		10.32
		02/01/2015		FH		10.53
5113	STUDENT WORKER, NURSING	CURRENT		FH		12.23
		12/13/2013		FH		12.47
		10/01/2014		FH		12.72
		02/01/2015		FH		12.97

Section 2.

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

APPENDIX ASTUDENT WORKER BU 105 STUDENT WORKER PROGRAM

The Student Worker Program is designed to provide employees with on-the-job training/experience while encouraging and assisting students to obtain their educational degrees and/or professional certifications.

Work assignments must be consistent with the duties and responsibilities that are cited in the Student Worker class specifications. While valuable work experience is encouraged, Student Workers shall not be utilized to perform the duties and responsibilities of a permanent County classification or item.

Student Workers may be allowed to attend, with pay, new employee orientation, seminars, workshops, or training programs designed or coordinated by their departments or the Department of Human Resources. Student Workers shall also be provided with information regarding hiring and promotional opportunities.

Upon completion of their education or if they meet the minimum requirements of a permanent County of Los Angeles position, Student Workers shall be encouraged and assisted in applying for positions with the County of Los Angeles.

APPENDIX B

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX COFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. LIGHTING

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. GLARE

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. **MAINTENANCE**

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX D

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29

C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

SWHa

U.S. Wage and Hour Division
WHO Publication 1420 Re., ised January 2009

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov



"NOTICE A"

PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Ste. 100,
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov

**"NOTICE B"****FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND
 PREGNANCY DISABILITY LEAVE**

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA- eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number
 DFEH-100-21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

SEIU, LOCAL 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

By 
WILLIAM T. FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
CLERICAL AND OFFICE SERVICES
EMPLOYEE UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representative
(hereinafter) referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County")

AND

SEIU, Local 721, CTW, CLC (hereinafter referred
to as "Union").

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SIGNATURE PAGE

ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Los Angeles County Employees Association, SEIU, Local 721, was certified on April 23, 1970 by County's Employee Relations Commission (Employee Relations Commission File No. R-74-69) as the majority representative of County Employees in the Clerical and Office Services Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007 transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU Local 660 and SEIU Local 535. Management hereby recognizes SEIU, Local 721, as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management agrees that it shall recognize SEIU, Local 721, as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and SEIU, Local 721, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term, and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1 Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2 Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature

of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the

Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each

party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination
 - Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding on all parties.

Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with

the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented

where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations

may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within

sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

Section 1 Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2 Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3 Religious Objections

Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4 Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5 Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6 Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7 Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8 Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9 List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10 Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond

the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency,

Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1 Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2 Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3 Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4 Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5 Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional

Responsibilities' Bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTS

Section 1 Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2 Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3 Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign

employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDYSection 1 Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2 Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3 Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4 Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCE

Section 1 Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2 Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3 Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4 Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5 Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6 Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7 Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military

leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

 - EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

 - Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

- FLSA Exempt employees must request EVTO in full work day increments.

- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

- EVTO is not available to employees on any other paid or unpaid leave.

- Department Heads may continue to approve other unpaid leave of absences.

- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2 Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3 Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4 Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5 Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1 Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2 Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3 Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

Section 4 Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2 Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its

efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.

Section 4

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT
COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDS

Section 1

Management will furnish adequate bulletin board space to SEIU, Local 721, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24)

hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTHSection 1 Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. SEIU, Local 721, will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors. The immediate supervisor will respond within five (5) business days.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter in writing to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or the employee's representative is not satisfied with the response of the safety officer, SEIU, Local 721, may consult with the Chief of Disability Benefits, Health and Safety Division of the Chief Executive Office or his/her designate. A representative of such branch shall respond to the Department Head and SEIU, Local 721, within ten (10) days.

If SEIU, Local 721, is not satisfied with the response of the Chief of Disability Benefits, Health and Safety Division, the issue may be taken within ten (10) days to arbitration as set

forth in Article 11. During such ten (10) days consultation between the Department Head and SEIU, Local 721, will take place. Management shall make available the name and work telephone number of each safety officer/representative in each department and/or work facility. This list will be updated as required.

Section 2 First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to update and to maintain complete first aid kits at all work facilities and to ensure said kits are accessible to employees.

Section 3.

Management and SEIU, Local 721, mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4

The parties agree to recommend to the Los Angeles County Labor-Management Advisory Committee on Productivity Enhancement that the committee place employee safety and security on its agenda as an item for consideration.

Section 5 Office Ergonomics

The parties acknowledge that grievances resulting from disputes regarding the Office Ergonomics guidelines shall be subject to the provision of the Safety and Health Article of the applicable Memorandum of Understanding.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (e-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICES

Section 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2 Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce

intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.
4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDS

Section 1 Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by SEIU, Local 721.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1 Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals.

Topics for discussion include, but are not limited to:

- Improving quality standards;
- Patient safety lines;
- Preparing for and responding to changes under healthcare reform and new healthcare legislation;
- Expanding opportunities to enhance and integrate personal/public health;
- Achieving operational efficiencies;
- Generating new and increased revenue to the respective departments;
- Restructuring initiatives.

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO

staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2 Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3 Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4 Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.
- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.

- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.
- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.
- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.
- E. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to

ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5 Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.
- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.
- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed

to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.

- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resources office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.
- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.
- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.
- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County".

This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6 Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team

members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 7 Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.

2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to,

chemical, biological, radiological, and nuclear contamination or disasters.

Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).
2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.

4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.
6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business

days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8 Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9 Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10 DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including but not limited to study guides and practice skills labs;
- Study time and remediation; and
- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding

competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42DEPARTMENT OF MENTAL HEALTH HEALTH CARE REFORM

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for and responding to changes under healthcare reform and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare reform before implementation.

The committee will have fifteen (15) Local 721 employee representatives.

Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform in DMH when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization with the goal of

achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.
- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform Committee

This article will expire on September 30, 2015, with the exception of the section on work place safety. If the parties have not completed the work of DMH health care reform by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44 RIGHTS OF UNIT

Management agrees to permit twelve (12) employees in the Unit, designated by SEIU, Local 721, as spokespersons for the Unit, time off with pay to attend meetings between Local 721 SEIU, and Management where the subject of such meetings involves basic issues affecting employee relations concerning the entire Unit.

The names of the employees so designated will be provided in writing by SEIU, Local 721, to Management. SEIU, Local 721, agrees that the employees designated shall not log nor be entitled to compensatory time or premium pay for the time spent pursuing activities allowed under this Article.

ARTICLE 45 WORK SCHEDULEPurpose

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

For the purpose of computing overtime, the workweek for employees in this Unit is forty (40) hours of work in a seven consecutive day period as defined by Management. For the purpose of work schedules, the normal workweek shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two (2) fifteen (15) minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within general area as prescribed by Management.

B. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section D), employees' work schedules, or work shifts, shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice to the

employee at least ten (10) working days prior to the date the change is to be effective.

C. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

D. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

E. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or workweek assignments required for the maintenance of necessary operations.

F. The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same workweek. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same workweek.

G. Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day - eighty (80) hour two week schedule or a four (4) day - forty (40) hour week schedule. Management will respond to an employee's request within fifteen (15) calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

H. Library Aids and Pages

In the event of a temporary Library closure due to maintenance, construction or Health and Safety issues, Management will make every reasonable effort to allow Library Aids and Pages to work available hours at a nearby Library.

ARTICLE 46 TRANSFERSSection 1 Intra-Departmental

Any employee covered herein who has completed twelve (12) months of service at his /her current work location and has a competent or better performance evaluation on file may submit a written request for transfer within his/her own department and have his/her name placed on a transfer request list to be kept by the appropriate manager of the work location to which the employee is requesting a transfer. The request will be retained for a period of one (1) year or until withdrawn in writing by the employee. Management has the discretion to waive the above criteria when granting transfers.

It is understood that these requests are for an available, vacant position in the same classification. Management will consider these requests for transfer when filling vacancies. However, this Article in no way is intended to limit Management's authority to make appointments.

Employees that no longer desire a voluntary transfer shall submit a written notice to the appropriate manager requesting the removal of their name from the transfer request list.

Section 2 Inter-Departmental

Any employee covered herein who has completed twelve (12) months of service at his/her current work location, has a competent or better performance evaluation on file and wishes to transfer to another County department may submit a written request for such transfer and have his/her name placed on a transfer request list to be kept by the personnel

office of the department to which the employee is requesting a transfer. The request shall be maintained for a period of one (1) year or until withdrawn in writing by the employee. Management has the discretion to waive the above criteria when granting transfers.

It is understood that these requests are for an available, vacant position in the same classification. Management will consider these requests for transfer when filling vacancies. However, this Article in no way is intended to limit Management's authority to make appointments.

Employees that no longer desire a voluntary transfer shall submit a written notice to the personnel office of the department to which the employee requested a transfer.

Section 3 Voluntary Transfers Match - DPSS

The parties agree that a Clerk, Typist Clerk, Intermediate Clerk or Intermediate Typist Clerk who desires to effect a transfer from one office to another office within DPSS shall submit a typed memo in triplicate addressed to the Bureau Headquarters indicating where the employee desires to transfer for each request. Requests for transfer will only be considered if the employee has completed twelve (12) months of service at the current office in the above classifications and the employee's last rating of performance is competent or better. All copies of the transfer request shall be submitted to the current office head. The office head will indicate on the request for transfer the employee's continuous service date, length of service as a Clerk, Typist Clerk, Intermediate Clerk or Intermediate Typist Clerk at the current office and certified bilingual skills if any.

The office head will forward the transfer request to the Bureau and receiving Division Headquarters with a copy to the employee. If the employee does not meet the above transfer criteria, all copies of the transfer request will be returned to the employee with the reason for denial.

Transfer requests forwarded to the Bureau and Division Headquarters shall be valid for one (1) year or until withdrawn in writing by the employee.

During the months of March, June, September, and December, Management will review transfer requests on file at Bureau Headquarters and office vacancies and initiate transfers of the most senior employees providing certified bilingual skills are not required. Should Management determine that bilingual skills are required more in the receiving office than the sending office, the most senior bilingual employee will be eligible for transfer. In the event an eligible employee is placed on improvement needed or no longer desires voluntary transfer, the employee's name shall be removed from the list for a period of six months after which time the employee will be eligible to request transfer in accordance with Section 3 of this Article.

Transfers will be effected as expeditiously as possible and will be done prior to any new hiring of employees in the aforementioned classifications.

It is understood that this Section does not modify Management's right to promote an eligible employee who is working in the office where the vacancy occurs.

During emergencies or when vacancies occur as a result of opening new facilities, altering or reorganizing programs or when vacancies exceed five percent (5%) as a result of the transfer from the sending office, the provisions of this Section shall be applied only to the degree practicable.

For the purpose of this Section, seniority shall be based upon continuous service in the classification and within the Department.

ARTICLE 47 VACATION SCHEDULING - HOSPITAL CLERICAL EMPLOYEES

Vacation periods shall be scheduled by Management to provide adequate staffing. Such schedules shall be subject to the needs of County service. Employees in this bargaining unit shall be entitled to take authorized vacations in accordance with the following procedures:

1. a. Management shall prepare an annual vacation schedule for employees in this bargaining unit in each vacation scheduling unit. A vacation scheduling unit is defined as:

(1) A unit with a sufficient number of employees in this bargaining unit with interchangeable skills to ensure that employees in this bargaining unit will not have to compete with employees not in this bargaining unit for vacation schedules, and

(2) A unit where vacations are required to be scheduled throughout the year. For each vacation scheduling unit, Management shall decide the number of employees who may be on vacation at any given time. No request for vacation shall be denied because of the season of the year.

b. Where the vacation scheduling unit is a small unit within a hospital where employees in this bargaining unit with the necessary skills cannot be floated into the unit, prior practices in vacation scheduling shall be controlling.

2. The employee in this bargaining unit with the greatest seniority based on continuous service date will be given the opportunity to have one (1) first available choice of vacation schedule, with the other employees in this bargaining unit being given their choice of available vacation schedules in descending order of seniority.
3. Having once made such a choice, no employee in this bargaining unit may change his/her vacation schedule if such change will conflict with the choice of any other employee in this bargaining unit in the vacation scheduling unit or unless the affected employee in this bargaining Unit and Management agree to such a change.
4. For the purposes of this Article, employees in this bargaining unit assigned to a vacation scheduling unit after the annual vacation schedule has been prepared waive any seniority rights they have until the next annual vacation schedule is prepared.
5. In the case of a tie involving two or more employees in this bargaining unit, the opportunity to choose a vacation schedule will be given to the employee in this bargaining Unit in the descending order of one (1) their continuous service date, two (2) seniority in the work facility, or three (3) seniority in the vacation scheduling unit.

ARTICLE 48 TEMPORARY EMPLOYEES

Section 1

The parties agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to applicable ordinance that, during the term of this agreement only, any employee employed on a daily as-needed basis ("C" item), hourly as-needed ("F" item), or monthly temporary basis ("O" item) who was on the County payroll October 1, 2008, and continued on the County payroll through September 30, 2012, shall receive, effective December 13, 2013, a bonus equal to one schedule or in the case of flat rates, 2.75 percent of said employee's base hourly, daily, or monthly rate, whichever is applicable, for each hour, day, or month of active service rendered during the term of this agreement.

Section 1 of this Article shall expire September 30, 2015.

Section 2

Library Management agrees to meet and consult with Local 721 within sixty (60) days regarding Library Aids and Pages.

ARTICLE 49 JOINT LABOR/MANAGEMENT COMMITTEE ON CLERICAL ISSUES

Section 1

It is the intention of the parties to establish a County-wide Joint Labor/Management Committee on Clerical Issues to provide a forum for labor and Management to jointly discuss issues of concern to employees in this unit.

Section 2

The Joint Labor/Management Committee on Clerical Issues shall consist of four (4) Management representatives and six (6) employee representatives as designated by the Union. The Management representatives will be designated by the Chief Executive Officer.

Section 3

During the term of this MOU, the Joint Labor/Management Committee on Clerical Issues shall meet up to six (6) times annually, upon written request of either party, or more often by mutual agreement, during working hours to discuss issues which may include, but are not limited to, career training, educational/promotional opportunities, class specifications, training and employee development, and productivity enhancements with monetary incentives.

The Committee may also make advisory recommendations to the Chief Executive Officer, or his designated representative, for consideration.

Section 4

The Joint Labor/Management Committee on Clerical Issues shall use the training funds in Article 51, Training and Career Development, to enhance career training and employee development for employees in Bargaining Units #111 and #112 during the term of the MOU.

ARTICLE 50 JOINT LABOR/MANAGEMENT COMMITTEE ON OFFICE
ERGONOMICS

Section 1 Intent

It is the intention of the parties that this Article be included only to inform employees and Management of the increased use of ergonomics and ergonomic related equipment (computers, etc.) in the work place, the importance of properly designed work environments to maximize employee job satisfaction, and increase operational efficiency and productivity.

Section 2

It is agreed that the Joint Labor/Management Committee on Office Ergonomics shall consist of no fewer than five (5) Management representatives and an equivalent number of employee representatives as designated by the Union. The Management representatives will be designated by the Chief Executive Officer and include a representative from the Chief Executive Office (CEO), Department of Human Resources' Health, Safety and Disability Benefits Division (HSDBD); and the Internal Services Department (ISD) and the Chief Information Office (CIO). The Director of Personnel shall coordinate County-wide direction regarding Office Ergonomics. The Union has the right to have outside consultants attend the meeting at Union expense.

Section 3

During the term of this MOU, the Joint Labor/Management Committee on Office Ergonomics shall meet at least quarterly, upon written request of either party, during

working hours to discuss matters relating to the use of Office Ergonomics which includes, but is not limited to, break periods, eye care, potential health hazards to pregnant women, inspection of machines, changes in technology, industry research and factors relating to Ergonomics. The Committee shall make advisory recommendations to the Director of Personnel to encourage operating departments to utilize Office Ergonomics Guidelines in the purchase and acquisition of office equipment, including any equipment transferred between County departments.

The Committee may also make advisory recommendations to the Director of Personnel concerning any revision to the Office Ergonomics Guidelines and the development of training programs for new technology in ergonomic equipment for office use.

Section 4.

Management and SEIU, Local 721 agree to transfer from the Workplace Retraining Funds in Article 33 in the #111 Clerical Office Services Representation Unit a total of one hundred and fifty thousand dollars (\$150,000.00) during the term of this agreement to the Joint Labor/Management Committee on Office Ergonomics in bargaining units #111 and #112 for ergonomic related training and other purposes as established by the Joint Labor-Management Committee on Office Ergonomics consistent with the provisions of this Article.

Management agrees to roll-over any remaining funds to subsequent contract terms.

ARTICLE 51 TRAINING AND CAREER DEVELOPMENT

Management and SEIU, Local 721, recognize the importance of training and career development of employees within the Unit in order to have a stable, highly qualified and effective workforce in the delivery of services to the public.

1. Technological Change

As new technology is introduced in the work environment and is required to be used by specific employees, Management will make reasonable efforts to train the affected employees in the new technology.

2. Training Opportunities

An employee can request to participate in educational programs, symposiums, seminars, conferences and meetings which would lead to an increase in their skills, knowledge and understanding. Employee training requests for County time to attend such programs shall be subject to Management approval.

Grievances filed under this section for training funded under Section 4 shall be expedited to the Third Level upon being filed.

3. In-Service Training

Management agrees to continue departmental in-service training programs which are in effect at the time this Memorandum of Understanding is implemented until their terms have expired, and also to encourage the establishment of in-service

training programs in departments and classifications where possible. Management agrees to make information concerning in-service training programs available to employees within the unit.

Management agrees that training programs will not be established to deprive qualified employees of higher earnings.

4. Training Expenses

Management and SEIU, Local 721, shall transfer a total of two hundred and fifty thousand dollars (\$250,000.00) in each fiscal year of the term of the agreement from the Training Funds in the #111 Clerical and Office Services and #112 Supervisory Clerical and Office Service MOUs, Article 33 Workplace Retraining, Section 3, for training purposes for the #111 and #112 bargaining units consistent with the provisions of this Article. The Joint Labor-Management Committee on Clerical Issues will administer the training funds under this section (4).

ARTICLE 52 POSTING OF NOTICES

Civil service examinations, departmental and interdepartmental vacancy notices shall be posted by Management, within a reasonable time after receipt, on the department's main bulletin board(s).

Employees who desire information about current job openings may call the Department of Human Resources' (DHR) 24-hour job information number at (800) 970-LIST (5478) or may access the DHR Intranet Website at <http://lacounty.gov>.

The parties agree that the provisions of this article shall not be grievable nor arbitrable, and are, therefore, expressly excluded from the grievance and arbitration provisions of Articles 11, 13, and 14 of this Memorandum of Understanding.

ARTICLE 53 OVERTIMESection 1 Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one (1) week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. ' 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.
- B. The County will pay employees for any overtime worked at a rate of one and one-half (1-1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
- C. Payoff of Special Deferred CTO
On or after August 1, 1995, at the employee's option, CTO earned during the period October 1, 1993 through and including June 30, 1994 and remaining on the books, may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO

accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

- D. With Department Head (Appointing Authority) approval, an employee in the bargaining unit may elect to work up to thirty-two (32) hours of FLSA overtime to be used as compensatory time off in lieu of pay. Compensatory time is accrued at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. No more than forty-eight (48) hours of compensatory time may be accrued in a calendar year. All overtime hours worked in excess of thirty-two (32) hours and accrued as compensatory time in a calendar year shall be paid.

To use compensatory time, an employee must submit a written request to the immediate supervisor at least five (5) working days prior to the first date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval of departmental management. Accumulated compensatory time must be used by the end of the calendar year following the year in which it was earned or it shall be paid. Accrued compensatory time shall be paid prior to any promotions.

Management may direct an employee to use accumulated compensatory time provided the employee is given ten (10) business days' notice. Unless approved by management, employees may not accrue overtime hours which are worked during

disaster periods or emergencies declared by the Board of Supervisors, local or federal government.

Section 2. Usage of Non-FLSA Earned Compensatory Time

- A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off.

Requests for time-off will be approved based on the needs of the service as determined by Management.

- B. With prior approval of departmental Management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. Saving Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

Section 5.

An employee who works a four (4) day - forty (40) hour week schedule or a nine (9) day - eighty (80) hour two-week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

ARTICLE 54 SPECIAL PAY PRACTICESSection 1 Night Shift Differential

The parties agree to recommend jointly to the County's Board of Supervisors that employees in this Unit are paid for evening and night shift differential as follows:

- A. The evening shift is a shift at least five-eighths (5/8) of which falls between 4:00 p.m. and 11:00 p.m. The night shift is a shift at least five-eighths (5/8) of which falls between the hours of 9:00 p.m. and 8:00 a.m.

- B. Effective October 1, 1990, evening shift employees shall receive a premium of fifty cents (\$.50) per hour. Night shift employees shall receive a premium of fifty cents (\$.50) per hour, above the established rate for each classification.

- C. Effective July 1, 1991, night shift employees shall receive a premium of fifty-five cents (\$.55) per hour, above the established rate for each classification.

- D. Effective October 1, 1992, evening shift employees shall receive a premium of fifty-five cents (\$.55) per hour.

- E. Effective October 1, 1992, night shift employees shall receive a premium of sixty cents (\$.60) per hour, above the established rate for each classification.

Section 2 Superior Subordinate Pay

The Chief Executive Officer will authorize compensation for a supervisor at a rate of \$1.00

per month more than the base rate of his/her highest paid subordinate, when the qualifying conditions are met as provided by Section 6.10.070 of the County Code.

Section 3 Call Back

Whenever an employee is unexpectedly ordered by his/her Department Head or designated Management representative to return to work following the termination of his/her normal work shift and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half (1½) of the employee's regular rate of pay. Work performed in excess of four (4) hours will be compensated for in accordance with provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four (4) hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four (4) hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two (2) hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 4 Transcriber Typist, Probation

Any person employed in the Probation Department on a permanent full-time position of Transcriber Typist, excluding probationary employees, shall be paid a bonus of \$55 for work performed during any month after July 1, 1991, whenever said employee's average monthly production standard based on group performance and control for the previous three (3) months is 101% or greater.

Such bonus does not constitute a base rate and shall not be considered in overtime calculation nor be used in the calculation of any other compensation or benefit.

Section 5 Freezer Bonus

The parties agree to recommend to the County's Board of Supervisors that said Board adopt and implement to the applicable ordinance that any employee covered herein who is employed in the Internal Services Department, and who is assigned to spend the major portion of a regularly established shift working in the freezer of said department, shall be entitled to receive, in addition to their regular compensation, one dollar (\$1.00) per hour for each hour worked during such assignment.

Such bonus does not constitute a base rate and shall not be considered in overtime calculations nor be used in the calculation of any other compensation or benefit.

Section 6

At the conclusion of the term of this contract, negotiations for future MOU will include discussions on special pay practices as it relates to weekend bonus.

ARTICLE 55 SALARIESSection 1 Recommended Salary Adjustment

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
0577	ACCOUNT CLERK I	CURRENT	NMV	62F	2292.09	3080.27
		12/13/2013	NMV	63C	2338.64	3140.45
		10/01/2014	NMV	63L	2385.18	3202.27
		02/01/2015	NMV	64H	2433.00	3265.36
0578	ACCOUNT CLERK II	CURRENT	NMV	65E	2481.00	3329.73
		12/13/2013	NMV	66B	2529.27	3395.27
		10/01/2014	NMV	66K	2579.45	3461.45
		02/01/2015	NMV	67G	2630.18	3529.82
8993	ADOPTIONS ASSISTANT	CURRENT	NMV	70D	2829.00	3797.82
		12/13/2013	NMV	71A	2885.00	3872.00
		10/01/2014	NMV	71J	2941.00	3948.36
		02/01/2015	NMV	72F	2998.82	4026.55
7053	ASSISTANT MICROFILM TECHNICIAN	CURRENT	NM	64D	2409.00	3148.18
		12/13/2013	NM	65A	2457.00	3210.00
		10/01/2014	NM	65J	2505.00	3273.27
		02/01/2015	NM	66F	2554.36	3337.91
1270	ASSISTANT PUBLIC HEALTH REGISTRAR	CURRENT	NMV	64A	2391.00	3210.00
		12/13/2013	NMV	64J	2439.00	3273.27
		10/01/2014	NMV	65F	2487.00	3337.91
		02/01/2015	NMV	66C	2535.55	3403.55
1327	AUTOMATED TIMEKEEPING SYS OPR, SHER	CURRENT	NM	69H	2781.45	3634.09
		12/13/2013	NM	70E	2836.00	3705.73
		10/01/2014	NM	71B	2892.00	3779.27
		02/01/2015	NM	71K	2948.00	3853.45
1253	CASHIER	CURRENT	NMV	61A	2202.00	2962.00
		12/13/2013	NMV	61J	2246.36	3020.91
		10/01/2014	NMV	62F	2292.09	3080.27
		02/01/2015	NMV	63C	2338.64	3140.45

1251 CASHIER-CLERK	CURRENT	NMV	54F	1839.18	2487.00
	12/13/2013	NMV	55C	1876.45	2535.55
	10/01/2014	NMV	55L	1914.27	2585.73
	02/01/2015	NMV	56H	1953.36	2636.55
1257 CASHIERING SERVICES REP I, SHERIFF	CURRENT	NMV	66A	2523.00	3387.00
	12/13/2013	NMV	66J	2573.18	3453.18
	10/01/2014	NMV	67F	2623.82	3521.18
	02/01/2015	NMV	68C	2675.27	3590.45
1258 CASHIERING SERVICES REP II, SHERIFF	CURRENT	NMV	70A	2808.00	3770.00
	12/13/2013	NMV	70J	2864.00	3844.18
	10/01/2014	NMV	71F	2920.00	3919.73
	02/01/2015	NMV	72C	2976.73	3996.82
1131 CLERICAL TRAINEE	CURRENT		F		1563.88
	12/13/2013		F		1595.16
	10/01/2014		F		1627.06
	02/01/2015		F		1659.60
1136 CLERK	CURRENT	N3MV	51D	1881.18	2280.45
	12/13/2013	N3MV	52A	1919.00	2327.00
	10/01/2014	N3MV	52J	1958.27	2373.55
	02/01/2015	N3MV	53F	1997.55	2421.00
9304 CLERK, NC	CURRENT	N3MV	51D	1881.18	2280.45
	12/13/2013	N3MV	52A	1919.00	2327.00
	10/01/2014	N3MV	52J	1958.27	2373.55
	02/01/2015	N3MV	53F	1997.55	2421.00
1479 CONSERVATOR/ADMINISTRATOR ASSISTANT	CURRENT	NMV	68D	2681.91	3599.18
	12/13/2013	NMV	69A	2735.00	3669.00
	10/01/2014	NMV	69J	2788.09	3742.45
	02/01/2015	NMV	70F	2843.00	3816.36
7070 CORONER'S PHOTOGRAPHIC ASSISTANT	CURRENT	NM	65D	2475.00	3233.73
	12/13/2013	NM	66A	2523.00	3297.00
	10/01/2014	NM	66J	2573.18	3362.45
	02/01/2015	NM	67F	2623.82	3428.36
2238 COURT RECORDS SYS CLERK I, SHERIFF	CURRENT	NMV	65K	2511.00	3370.64
	12/13/2013	NMV	66G	2560.64	3436.64
	10/01/2014	NMV	67D	2611.09	3503.91
	02/01/2015	NMV	68A	2662.00	3573.00
2239 COURT RECORDS SYS CLERK II, SHERIFF	CURRENT	NMV	70K	2871.00	3853.45
	12/13/2013	NMV	71G	2927.00	3929.27
	10/01/2014	NMV	72D	2984.09	4006.73
	02/01/2015	NMV	73A	3043.00	4086.00
2243 COURT RECORDS SYS CLERK III, SHERIFF	CURRENT	NMV	72K	3028.27	4066.18
	12/13/2013	NMV	73G	3087.73	4147.09
	10/01/2014	NMV	74D	3148.18	4229.36
	02/01/2015	NMV	75A	3210.00	4313.00

2217 CUSTODY RECORDS CLERK I, SHERIFF	CURRENT	NMV	64K	2445.00	3281.18
	12/13/2013	NMV	67H	2636.55	3538.45
	10/01/2014	NMV	68E	2688.55	3607.91
	02/01/2015	NMV	69B	2741.64	3678.18
2218 CUSTODY RECORDS CLERK II, SHERIFF	CURRENT	NMV	69D	2754.91	3696.55
	12/13/2013	NMV	72B	2969.36	3986.91
	10/01/2014	NMV	72K	3028.27	4066.18
	02/01/2015	NMV	73G	3087.73	4147.09
2657 DATA CONTROL CLERK	CURRENT	NMV	61L	2257.45	3035.64
	12/13/2013	NMV	62H	2303.73	3095.18
	10/01/2014	NMV	63E	2350.27	3155.91
	02/01/2015	NMV	64B	2397.00	3217.91
2672 DATA CONVERSION EQUIP OPERATOR I	CURRENT	NMV	64E	2415.00	3241.64
	12/13/2013	NMV	65B	2463.00	3305.18
	10/01/2014	NMV	65K	2511.00	3370.64
	02/01/2015	NMV	66G	2560.64	3436.64
2673 DATA CONVERSION EQUIP OPERATOR II	CURRENT	NMV	68E	2688.55	3607.91
	12/13/2013	NMV	69B	2741.64	3678.18
	10/01/2014	NMV	69K	2794.73	3751.64
	02/01/2015	NMV	70G	2850.00	3825.64
1302 ELIGIBILITY COMPUTATION CLERK I	CURRENT	NMV	63C	2338.64	3140.45
	12/13/2013	NMV	63L	2385.18	3202.27
	10/01/2014	NMV	64H	2433.00	3265.36
	02/01/2015	NMV	65E	2481.00	3329.73
1303 ELIGIBILITY COMPUTATION CLERK II	CURRENT	NMV	65C	2469.00	3313.36
	12/13/2013	NMV	65L	2517.00	3378.82
	10/01/2014	NMV	66H	2566.91	3444.91
	02/01/2015	NMV	67E	2617.45	3512.55
1148 ESCROW CLERK	CURRENT	NMV	66F	2554.36	3428.36
	12/13/2013	NMV	67C	2604.73	3495.27
	10/01/2014	NMV	67L	2655.64	3564.36
	02/01/2015	NMV	68H	2708.45	3634.09
2294 ESTATE PROPERTY CUSTODIAN	CURRENT	NMV	70F	2843.00	3816.36
	12/13/2013	NMV	71C	2899.00	3891.09
	10/01/2014	NMV	71L	2955.00	3967.45
	02/01/2015	NMV	72H	3013.55	4046.36
2298 EVIDENCE & PROP CUSTODIAN I, SHER	CURRENT	NMV	66H	2566.91	3444.91
	12/13/2013	NMV	67E	2617.45	3512.55
	10/01/2014	NMV	68B	2668.64	3581.73
	02/01/2015	NMV	68K	2721.73	3651.55
2301 EVIDENCE & PROP CUSTODIAN II, SHER	CURRENT	NMV	72H	3013.55	4046.36
	12/13/2013	NMV	73E	3072.82	4126.73
	10/01/2014	NMV	74B	3132.73	4208.45
	02/01/2015	NMV	74K	3194.55	4292.09

2303 EVIDENCE & PROP CUSTODIAN III, SHER	CURRENT	NMV	74H	3179.09	4271.18
	12/13/2013	NMV	75E	3241.64	4356.27
	10/01/2014	NMV	76B	3305.18	4443.09
	02/01/2015	NMV	76K	3370.64	4531.82
1138 INTERMEDIATE CLERK	CURRENT	NMV	61L	2257.45	3035.64
	12/13/2013	NMV	62H	2303.73	3095.18
	10/01/2014	NMV	63E	2350.27	3155.91
	02/01/2015	NMV	64B	2397.00	3217.91
2172 INTERMEDIATE STENOGRAPHER	CURRENT	N2M	67D	2754.91	3411.82
	12/13/2013	N2M	68A	2808.00	3478.00
	10/01/2014	N2M	68J	2864.00	3547.09
	02/01/2015	N2M	69F	2920.00	3616.64
2214 INTERMEDIATE TYPIST-CLERK	CURRENT	NMV	62K	2315.36	3110.09
	12/13/2013	NMV	63G	2361.91	3171.36
	10/01/2014	NMV	64D	2409.00	3233.73
	02/01/2015	NMV	65A	2457.00	3297.00
0735 INVENTORY CONTROL ASSISTANT I	CURRENT	NMV	66G	2560.64	3436.64
	12/13/2013	NMV	67D	2611.09	3503.91
	10/01/2014	NMV	68A	2662.00	3573.00
	02/01/2015	NMV	68J	2715.09	3642.82
0736 INVENTORY CONTROL ASSISTANT II	CURRENT	NMV	68G	2701.82	3625.36
	12/13/2013	NMV	69D	2754.91	3696.55
	10/01/2014	NMV	70A	2808.00	3770.00
	02/01/2015	NMV	70J	2864.00	3844.18
1167 INVOICE CLERK	CURRENT	NMV	63E	2350.27	3155.91
	12/13/2013	NMV	64B	2397.00	3217.91
	10/01/2014	NMV	64K	2445.00	3281.18
	02/01/2015	NMV	65G	2493.00	3346.09
2160 LEGAL OFFICE SUPPORT ASSISTANT I	CURRENT	NML	71H	2934.00	4157.27
	12/13/2013	NML	72E	2991.45	4239.82
	10/01/2014	NML	73B	3050.45	4323.82
	02/01/2015	NML	73K	3110.09	4410.36
2161 LEGAL OFFICE SUPPORT ASSISTANT II	CURRENT	N2ML	73H	3265.36	4388.73
	12/13/2013	N2ML	74E	3329.73	4476.36
	10/01/2014	N2ML	75B	3395.27	4565.36
	02/01/2015	N2ML	75K	3461.45	4656.27
8325 LIBRARY AID	CURRENT		FH		11.09
	12/13/2013		FH		11.31
	10/01/2014		FH		11.54
	02/01/2015		FH		11.77
9325 LIBRARY PAGE, NC	CURRENT		FH		9.39
	12/13/2013		FH		9.58
	10/01/2014		FH		9.77
	02/01/2015		FH		9.97

2135 MEDICAL SECRETARY	CURRENT	N3MV	72H	3354.27	4046.36
	12/13/2013	N3MV	73E	3420.09	4126.73
	10/01/2014	N3MV	74B	3486.64	4208.45
	02/01/2015	N3MV	74K	3555.73	4292.09
2180 MEDICAL STENOGRAPHER	CURRENT	N3M	71D	3233.73	3797.82
	12/13/2013	N3M	72A	3297.00	3872.00
	10/01/2014	N3M	72J	3362.45	3948.36
	02/01/2015	N3M	73F	3428.36	4026.55
2209 MEDICAL TRANSCRIBER TYPIST	CURRENT	N2MV	68L	2878.00	3660.27
	12/13/2013	N2MV	69H	2934.00	3733.27
	10/01/2014	N2MV	70E	2991.45	3807.09
	02/01/2015	N2MV	71B	3050.45	3881.55
7046 MICROFILM CAMERA OPERATOR II	CURRENT	NM	62D	2280.45	2984.09
	12/13/2013	NM	63A	2327.00	3043.00
	10/01/2014	NM	63J	2373.55	3102.64
	02/01/2015	NM	64F	2421.00	3163.64
7055 MICROFILM TECHNICIAN	CURRENT	NM	68D	2681.91	3503.91
	12/13/2013	NM	69A	2735.00	3573.00
	10/01/2014	NM	69J	2788.09	3642.82
	02/01/2015	NM	70F	2843.00	3714.91
1281 MORTUARY AID	CURRENT	NMV	66F	2554.36	3428.36
	12/13/2013	NMV	67C	2604.73	3495.27
	10/01/2014	NMV	67L	2655.64	3564.36
	02/01/2015	NMV	68H	2708.45	3634.09
1137 OFFICE SUPPORT ASSISTANT	CURRENT	NMV	57L	2022.09	2728.36
	12/13/2013	NMV	58H	2063.27	2781.45
	10/01/2014	NMV	59E	2105.09	2836.00
	02/01/2015	NMV	60B	2147.45	2892.00
1261 OPERATIONS SPEC,BANK & REMIT PROC	CURRENT	NMV	77K	3461.45	4656.27
	12/13/2013	NMV	78G	3529.82	4749.36
	10/01/2014	NMV	79D	3599.18	4844.00
	02/01/2015	NMV	80A	3669.00	4940.00
1359 OWNERSHIP CLERK I	CURRENT	NMV	63E	2350.27	3155.91
	12/13/2013	NMV	64B	2397.00	3217.91
	10/01/2014	NMV	64K	2445.00	3281.18
	02/01/2015	NMV	65G	2493.00	3346.09
1360 OWNERSHIP CLERK II	CURRENT	NMV	67E	2617.45	3512.55
	12/13/2013	NMV	68B	2668.64	3581.73
	10/01/2014	NMV	68K	2721.73	3651.55
	02/01/2015	NMV	69G	2774.82	3724.09
1361 OWNERSHIP SERVICES SPECIALIST	CURRENT	NMV	71E	2913.00	3910.18
	12/13/2013	NMV	72B	2969.36	3986.91
	10/01/2014	NMV	72K	3028.27	4066.18
	02/01/2015	NMV	73G	3087.73	4147.09

1331 PAYROLL CLERK I	CURRENT	NMV	68E	2688.55	3607.91
	12/13/2013	NMV	69B	2741.64	3678.18
	10/01/2014	NMV	69K	2794.73	3751.64
	02/01/2015	NMV	70G	2850.00	3825.64
1334 PAYROLL CLERK II	CURRENT	NMV	71E	2913.00	3910.18
	12/13/2013	NMV	72B	2969.36	3986.91
	10/01/2014	NMV	72K	3028.27	4066.18
	02/01/2015	NMV	73G	3087.73	4147.09
2296 PERSONAL PROPERTY CUSTODIAN	CURRENT	NMV	68F	2695.18	3616.64
	12/13/2013	NMV	69C	2748.27	3687.36
	10/01/2014	NMV	69L	2801.36	3760.82
	02/01/2015	NMV	70H	2857.00	3834.91
6721 PERSONAL PROPERTY WORKER	CURRENT	NMV	63B	2332.82	3132.73
	12/13/2013	NMV	63K	2379.36	3194.55
	10/01/2014	NMV	64G	2427.00	3257.45
	02/01/2015	NMV	65D	2475.00	3321.55
7065 PHOTOCOPY MACHINE OPERATOR II	CURRENT	NMV	59E	2105.09	2836.00
	12/13/2013	NMV	60B	2147.45	2892.00
	10/01/2014	NMV	60K	2191.09	2948.00
	02/01/2015	NMV	61G	2235.27	3006.18
1165 PRECINCT CLERK	CURRENT	NMV	62F	2292.09	3080.27
	12/13/2013	NMV	63C	2338.64	3140.45
	10/01/2014	NMV	63L	2385.18	3202.27
	02/01/2015	NMV	64H	2433.00	3265.36
2222 PRIORS ASSISTANT, DA	CURRENT	NML	74D	3148.18	4465.27
	12/13/2013	NML	75A	3210.00	4554.00
	10/01/2014	NML	75J	3273.27	4644.91
	02/01/2015	NML	76F	3337.91	4737.64
1141 PROPERTY CONVEYANCES EXAMINER	CURRENT	NMV	69J	2788.09	3742.45
	12/13/2013	NMV	70F	2843.00	3816.36
	10/01/2014	NMV	71C	2899.00	3891.09
	02/01/2015	NMV	71L	2955.00	3967.45
1272 PUBLIC HEALTH REGISTRAR	CURRENT	NMV	68G	2701.82	3625.36
	12/13/2013	NMV	69D	2754.91	3696.55
	10/01/2014	NMV	70A	2808.00	3770.00
	02/01/2015	NMV	70J	2864.00	3844.18
2417 RADIOTELEPHONE OPERATOR	CURRENT	NM	63C	2338.64	3057.91
	12/13/2013	NM	63L	2385.18	3117.55
	10/01/2014	NM	64H	2433.00	3179.09
	02/01/2015	NM	65E	2481.00	3241.64

2240 RECORDS SYSTEM CLERK I, SHERIFF	CURRENT	NMV	64K	2445.00	3281.18
	12/13/2013	NMV	65G	2493.00	3346.09
	10/01/2014	NMV	66D	2541.82	3411.82
	02/01/2015	NMV	67A	2592.00	3478.00
2241 RECORDS SYSTEM CLERK II, SHERIFF	CURRENT	NMV	69K	2794.73	3751.64
	12/13/2013	NMV	70G	2850.00	3825.64
	10/01/2014	NMV	71D	2906.00	3900.64
	02/01/2015	NMV	72A	2962.00	3977.00
2242 RECORDS SYSTEM CLERK III, SHERIFF	CURRENT	NMV	71K	2948.00	3957.91
	12/13/2013	NMV	72G	3006.18	4036.45
	10/01/2014	NMV	73D	3065.36	4116.55
	02/01/2015	NMV	74A	3125.00	4198.00
2094 SECRETARY I	CURRENT	NMV	67H	2636.55	3538.45
	12/13/2013	NMV	68E	2688.55	3607.91
	10/01/2014	NMV	69B	2741.64	3678.18
	02/01/2015	NMV	69K	2794.73	3751.64
2095 SECRETARY II	CURRENT	NMV	69H	2781.45	3733.27
	12/13/2013	NMV	70E	2836.00	3807.09
	10/01/2014	NMV	71B	2892.00	3881.55
	02/01/2015	NMV	71K	2948.00	3957.91
2096 SECRETARY III	CURRENT	NMV	71H	2934.00	3938.82
	12/13/2013	NMV	72E	2991.45	4016.64
	10/01/2014	NMV	73B	3050.45	4096.18
	02/01/2015	NMV	73K	3110.09	4177.64
2097 SECRETARY IV	CURRENT	NMV	73H	3095.18	4157.27
	12/13/2013	NMV	74E	3155.91	4239.82
	10/01/2014	NMV	75B	3217.91	4323.82
	02/01/2015	NMV	75K	3281.18	4410.36
2098 SECRETARY V	CURRENT	NMV	75H	3265.36	4388.73
	12/13/2013	NMV	76E	3329.73	4476.36
	10/01/2014	NMV	77B	3395.27	4565.36
	02/01/2015	NMV	77K	3461.45	4656.27
1140 SENIOR CLERK	CURRENT	NMV	66E	2548.09	3420.09
	12/13/2013	NMV	67B	2598.36	3486.64
	10/01/2014	NMV	67K	2649.27	3555.73
	02/01/2015	NMV	68G	2701.82	3625.36
2658 SENIOR DATA CONTROL CLERK	CURRENT	NMV	65J	2505.00	3362.45
	12/13/2013	NMV	66F	2554.36	3428.36
	10/01/2014	NMV	67C	2604.73	3495.27
	02/01/2015	NMV	67L	2655.64	3564.36
2674 SENIOR DATA CONVERSION EQUIP OPR	CURRENT	NMV	68E	2688.55	3607.91
	12/13/2013	NMV	69B	2741.64	3678.18
	10/01/2014	NMV	69K	2794.73	3751.64
	02/01/2015	NMV	70G	2850.00	3825.64

0739 SENIOR INVENTORY CONTROL ASSISTANT	CURRENT	NMV	72G	3006.18	4036.45
	12/13/2013	NMV	73D	3065.36	4116.55
	10/01/2014	NMV	74A	3125.00	4198.00
	02/01/2015	NMV	74J	3186.82	4281.64
2163 SENIOR LEGAL OFFICE SUPPORT ASST	CURRENT	NML	75H	3265.36	4633.55
	12/13/2013	NML	76E	3329.73	4725.91
	10/01/2014	NML	77B	3395.27	4820.00
	02/01/2015	NML	77K	3461.45	4916.00
2183 SENIOR MEDICAL STENOGRAPHER	CURRENT	N3M	73D	3411.82	4006.73
	12/13/2013	N3M	74A	3478.00	4086.00
	10/01/2014	N3M	74J	3547.09	4167.45
	02/01/2015	N3M	75F	3616.64	4250.27
1282 SENIOR MORTUARY AID	CURRENT	NMV	70F	2843.00	3816.36
	12/13/2013	NMV	71C	2899.00	3891.09
	10/01/2014	NMV	71L	2955.00	3967.45
	02/01/2015	NMV	72H	3013.55	4046.36
1193 SR PROPERTY CONVEYANCES EXAMINER	CURRENT	NMV	71J	2941.00	3948.36
	12/13/2013	NMV	72F	2998.82	4026.55
	10/01/2014	NMV	73C	3057.91	4106.36
	02/01/2015	NMV	73L	3117.55	4187.82
1353 SENIOR STATISTICAL CLERK	CURRENT	NMV	68F	2695.18	3616.64
	12/13/2013	NMV	69C	2748.27	3687.36
	10/01/2014	NMV	69L	2801.36	3760.82
	02/01/2015	NMV	70H	2857.00	3834.91
2174 SENIOR STENOGRAPHER	CURRENT	NM	69A	2735.00	3573.00
	12/13/2013	NM	69J	2788.09	3642.82
	10/01/2014	NM	70F	2843.00	3714.91
	02/01/2015	NM	71C	2899.00	3788.55
2441 SENIOR TELECOM SERVICE INSTRUCTOR	CURRENT	NM	74K	3194.55	4177.64
	12/13/2013	NM	75G	3257.45	4260.73
	10/01/2014	NM	76D	3321.55	4345.45
	02/01/2015	NM	77A	3387.00	4432.00
2423 SENIOR TELEPHONE OPERATOR	CURRENT	NM	65D	2475.00	3233.73
	12/13/2013	NM	66A	2523.00	3297.00
	10/01/2014	NM	66J	2573.18	3362.45
	02/01/2015	NM	67F	2623.82	3428.36
2216 SENIOR TYPIST-CLERK	CURRENT	NMV	67D	2611.09	3503.91
	12/13/2013	NMV	68A	2662.00	3573.00
	10/01/2014	NMV	68J	2715.09	3642.82
	02/01/2015	NMV	69F	2768.18	3714.91
1132 SHERIFF STATION CLERK I	CURRENT	N3MV	64H	2708.45	3265.36
	12/13/2013	N3MV	65E	2761.55	3329.73
	10/01/2014	N3MV	66B	2815.00	3395.27
	02/01/2015	N3MV	66K	2871.00	3461.45

1133 SHERIFF STATION CLERK II	CURRENT	NMV	69D	2754.91	3696.55
	12/13/2013	NMV	70A	2808.00	3770.00
	10/01/2014	NMV	70J	2864.00	3844.18
	02/01/2015	NMV	71F	2920.00	3919.73
1352 STATISTICAL CLERK	CURRENT	NMV	62F	2292.09	3080.27
	12/13/2013	NMV	63C	2338.64	3140.45
	10/01/2014	NMV	63L	2385.18	3202.27
	02/01/2015	NMV	64H	2433.00	3265.36
2170 STENOGRAPHER	CURRENT	N4M	63E	2761.55	3072.82
	12/13/2013	N4M	64B	2815.00	3132.73
	10/01/2014	N4M	64K	2871.00	3194.55
	02/01/2015	N4M	65G	2927.00	3257.45
2198 STENOGRAPHIC REPORTER	CURRENT	NM	84C	4106.36	5385.73
	12/13/2013	NM	84L	4187.82	5492.64
	10/01/2014	NM	85H	4271.18	5602.09
	02/01/2015	NM	86E	4356.27	5713.73
2126 STENOGRAPHIC SECRETARY	CURRENT	NMV	67H	2636.55	3538.45
	12/13/2013	NMV	68E	2688.55	3607.91
	10/01/2014	NMV	69B	2741.64	3678.18
	02/01/2015	NMV	69K	2794.73	3751.64
1366 TAX SERVICES CLERK I	CURRENT	NMV	63E	2350.27	3155.91
	12/13/2013	NMV	64B	2397.00	3217.91
	10/01/2014	NMV	64K	2445.00	3281.18
	02/01/2015	NMV	65G	2493.00	3346.09
1367 TAX SERVICES CLERK II	CURRENT	NMV	67E	2617.45	3512.55
	12/13/2013	NMV	68B	2668.64	3581.73
	10/01/2014	NMV	68K	2721.73	3651.55
	02/01/2015	NMV	69G	2774.82	3724.09
1368 TAX SERVICES SPECIALIST	CURRENT	NMV	71E	2913.00	3910.18
	12/13/2013	NMV	72B	2969.36	3986.91
	10/01/2014	NMV	72K	3028.27	4066.18
	02/01/2015	NMV	73G	3087.73	4147.09
2439 TELECOMMUNICATIONS SERVICE INSTRUC	CURRENT	NM	70F	2843.00	3714.91
	12/13/2013	NM	71C	2899.00	3788.55
	10/01/2014	NM	71L	2955.00	3862.73
	02/01/2015	NM	72H	3013.55	3938.82
2420 TELEPHONE OPERATOR	CURRENT	NM	61G	2235.27	2927.00
	12/13/2013	NM	62D	2280.45	2984.09
	10/01/2014	NM	63A	2327.00	3043.00
	02/01/2015	NM	63J	2373.55	3102.64
1592 TOUR GUIDE	CURRENT	NM	62K	2315.36	3028.27
	12/13/2013	NM	63G	2361.91	3087.73
	10/01/2014	NM	64D	2409.00	3148.18
	02/01/2015	NM	65A	2457.00	3210.00

2201 TRANSCRIBER TYPIST	CURRENT	N2MV	65L	2655.64	3378.82
	12/13/2013	N2MV	66H	2708.45	3444.91
	10/01/2014	N2MV	67E	2761.55	3512.55
	02/01/2015	N2MV	68B	2815.00	3581.73
2212 TYPIST-CLERK	CURRENT	N3MV	54J	2068.45	2505.00
	12/13/2013	N3MV	55F	2110.36	2554.36
	10/01/2014	N3MV	56C	2152.91	2604.73
	02/01/2015	N3MV	56L	2196.55	2655.64
1216 WITNESS ASSISTANT I,DA	CURRENT	NMV	67K	2649.27	3555.73
	12/13/2013	NMV	68G	2701.82	3625.36
	10/01/2014	NMV	69D	2754.91	3696.55
	02/01/2015	NMV	70A	2808.00	3770.00
1217 WITNESS ASSISTANT II,DA	CURRENT	NMV	69K	2794.73	3751.64
	12/13/2013	NMV	70G	2850.00	3825.64
	10/01/2014	NMV	71D	2906.00	3900.64
	02/01/2015	NMV	72A	2962.00	3977.00
1157 WITNESS COORDINATOR I	CURRENT	NMV	63C	2338.64	3140.45
	12/13/2013	NMV	63L	2385.18	3202.27
	10/01/2014	NMV	64H	2433.00	3265.36
	02/01/2015	NMV	65E	2481.00	3329.73
2234 WORD PROCESSOR I	CURRENT	NM	66D	2541.82	3321.55
	12/13/2013	NM	67A	2592.00	3387.00
	10/01/2014	NM	67J	2642.91	3453.18
	02/01/2015	NM	68F	2695.18	3521.18
2235 WORD PROCESSOR II	CURRENT	NM	70D	2829.00	3696.55
	12/13/2013	NM	71A	2885.00	3770.00
	10/01/2014	NM	71J	2941.00	3844.18
	02/01/2015	NM	72F	2998.82	3919.73
8252 YOUTH WORKER	CURRENT		F		1477.25
	12/13/2013		F		1506.80
	10/01/2014		F		1536.94
	02/01/2015		F		1567.68
8246 YOUTH WORKER,CHILDREN'S SERVICES	CURRENT	N1	F		1477.25
	12/13/2013	N1	F		1506.80
	10/01/2014	N1	F		1536.94
	02/01/2015	N1	F		1567.68

Section 2 Payoff of Special Vacation

On or after August 1, 1995, at the employee's option, unused special vacation may continue to be taken as time off, subject to prior Management approval, or may be

converted to pay. An employee electing payment for any portion of the employee's special vacation balance, may submit a request to Management and, within forty-five (45) days of that request, shall be paid at the workday pay rate then in effect for the employee. Any employee who terminates County employment shall be paid upon termination at the workday rate then in effect for any remaining special vacation granted pursuant to this article. It is understood that the Board of Supervisors may direct at any time prior to termination that some or all employees be paid at the workday pay rate then in effect for the employee for some or all of the unused special vacation.

NOTES

1. Persons employed as Typist-Clerk (Item No. 2212) prior to March 1, 1988 whose salary was above \$1,155.45 per month shall be compensated as Typist-Clerk (Item No. 2213), and those whose salary was at or below \$1,155.45 per month shall be compensated as Typist-Clerk (Item No. 2212). Persons employed as Clerk (Item No. 1136 prior to March 1, 1988, whose salary was above \$1,077.00 per month shall be compensated as Clerk (Item No. 1139), and those whose salary was at or below \$1,077.00 per month shall be compensated as Clerk (Item No. 1136). Movement on steps within the ranges established for Typist-Clerk (Item No. 2213) and Clerk (Item No. 1139) shall be in accordance with the provisions of Part 1 of Chapter 6.08.
2. Effective January 1, 1998, any person employed in a position of Clerk (Item No. 1136, Clerk, NC (Item No. 9304), Typist-Clerk (Item No. 2212) shall be

compensated on a three-step salary range pursuant to the provisions of Note 3 in Chapter 6.28 of the Los Angeles County Code. Steps 1, 2, and 3 of the salary range for each position shall equate to Steps 3, 4, and 5 on the Standardized Salary Schedule set forth in Chapter 6.26 of said Code and shall hereinafter be referred to as "Steps 3, 4, and 5" respectively. Step placement and step advancement within the salary range applicable to each position shall be determined as follows:

- a) Any person employed in a position of Clerk (Item No 1136) who, immediately prior to January 1, 1998, was continuously employed for less than six months in a position of Clerk (Item No. 1136), Clerk (Item No. 1139), or Clerk, NC (Item No. 9304) shall be placed on Step 3 of the salary range effective January 1, 1998 and shall be advanced to Step 4 upon completion of six (6) months of aggregate continuous service in any or all of the aforementioned positions. Such person shall be advanced to Step 5 upon completion of one year of continuous service on Step 4.

- b) Any person employed in position of Clerk (Item No. 1136) who, immediately prior to January 1, 1998, was continuously employed for six (6) months or more in a position of Clerk (Item No. 1136), Clerk (Item No. 1139), or Clerk, NC (Item No. 9304) shall be placed on Step 4 of the salary range effective January 1, 1998 and shall be advanced

to Step 5 upon completion of one (1) year of continuous service on Step 4.

- c) Any person employed in a position of Typist-Clerk (Item No. 2212) who, immediately prior to January 1, 1998, was continuously employed for less than six months in a position of Typist-Clerk (Item No. 2212) or Typist-Clerk (Item No. 2213) shall be placed on Step 3 of the Salary range effective January 1, 1998 and shall be advanced to Step 4 upon completion of six (6) months of aggregate continuous service in either or both of the aforementioned positions. Such person shall be advanced to Step 5 upon completion of one (1) year of continuous service on Step 4.

- d) Any person employed in a position of Typist-Clerk (Item No. 2212) who, immediately prior to January 1, 1998, was continuously employed for six (6) months or more in a position of Typist-Clerk (Item No. 2212) or Typist-Clerk (Item No. 2213) shall be placed on Step 4 of the salary range effective January 1, 1998 and shall be advanced to Step 5 upon completion of one (1) year of continuous service on Step 4.

3. Notwithstanding the foregoing, movement on steps within the ranges established for Clerk (Item No. 1136) and Typist-Clerk (Item No. 2212) shall be in accordance with the provisions of Part 1, of Chapter 6.08.
4. The rate or rates established by this provision constitute a base rate.

Section 3

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 4 Step Advances

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's Department Head. The Performance Evaluation shall be filed at least one (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.
- B. If no performance review is filed as defined in A. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph A. above, the employee may request his/her Department Head in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

C. Grievances arising out of this section shall be processed as follows:

1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to his/her step anniversary date.
2. Where the Department Head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to his/her step advance anniversary date.

3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or his/her designated representative who shall respond to the grievance within ten (10) days. Appeals from a Department Head decision shall be processed in accordance with Civil Service Rules.
- D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 5 Special Step Advance

July 1, 1990: Employees in this Unit holding positions compensated at Schedule 44E or below shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service pursuant to Section 6.08.010 of the County Code.

October 1, 1992: Employees in this Unit holding positions compensated at Schedule 47J or below shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

August 1, 1993: Employees in this unit holding positions compensated at schedule 48F or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

July 1, 1994: Employees in this unit holding positions compensated at schedule 49E, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

January 1, 1998: Employees in this unit holding positions compensated at schedule 50B, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

July 1, 1998: Employees in this unit holding positions compensated at schedule 51C, or below, shall be advanced to the second step of the salary range upon completion of six months' continuous service.

January 1, 1999: Employees in this unit holding positions compensated at schedule 52D, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

July 1, 1999: Employees in this unit holding positions compensated at schedule 53A, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

January 1, 2000: Employees in this unit holding positions compensated at schedule 53J, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

November 1, 2000: Employees in this unit holding positions compensated at schedule 54K, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

July 1, 2001: Employees in this unit holding positions compensated at schedule 55A, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

October 1, 2001: Employees in this unit holding positions compensated at schedule 56B, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

July 1, 2002: Employees in this unit holding positions compensated at schedule 56D, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

October 1, 2002: Employees in this unit holding positions compensated at schedule 57E, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

July 1, 2003: Employees in this unit holding positions compensated at schedule 57E, Note NV, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

July 1, 2004: Employees in this unit holding positions compensated at schedule 58E, Note NV, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

July 1, 2005: Employees in this unit holding positions compensated at schedule 58E, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

October 1, 2006: Employees in this unit holding positions compensated at schedule 60H, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

October 1, 2007: Employees in this unit holding positions compensated at schedule 60H, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

January 1, 2008: Employees in this unit holding positions compensated at schedule 61J, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

January 1, 2009: Employees in this unit holding positions compensated at schedule 62K, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

January 1, 2010: Employees in this unit holding positions compensated at schedule 62K, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

January 1, 2011: Employees in this unit holding positions compensated at schedule 62K, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

January 1, 2012: Employees in this unit holding positions compensated at schedule 62K, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

January 1, 2013: Employees in this unit holding positions compensated at schedule 62K, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

January 1, 2014: Employees in this unit holding positions compensated at schedule 62K, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

January 1, 2015: Employees in this unit holding positions compensated at schedule 62K, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

ARTICLE 56 UNIFORMS – SHERIFFSection 1

The parties agree that a set of uniforms consisting of five(5) shirts, five (5) pants and one (1) jacket, will be provided as prescribed by Management of the Sheriff's Department to all newly appointed Evidence and Property Custodian (E&PC) I (Item 2298), E&PC II (Item 2301), and E&PC III (Item 2303).

Section 2

Employees shall be responsible for care and maintenance of uniforms. Management agrees to replace up to three (3) uniforms per year as needed. Worn-out uniform articles must be returned to the Sheriff's Department Management in order to obtain replacements.

Section 3

Upon termination of employment the uniform articles identified in Section 1 must be returned to the Sheriff's Department.

Section 4

Nothing herein shall be construed to modify, in any manner whatsoever, the uniform standards in the Sheriff's Department, nor shall anything herein be construed as a waiver of Management's right to establish, change and/or modify uniform standards and dress codes.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX BOFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. LIGHTING

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. GLARE

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. MAINTENANCE

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX C

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to: Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29

C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

SWHa

U.S. Wage and Hour Division

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor



2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320
Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE A"**PREGNANCY DISABILITY LEAVE**

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Ste. 100,
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE B"

FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND
PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number
 DFEH-100-21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

SEIU, LOCAL 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By Bob John
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

By William T. Fujioka
WILLIAM T FUJIOKA
Chief Executive Officer

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISORY CLERICAL AND OFFICE SERVICES
EMPLOYEE UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representative
(hereinafter) referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County")

AND

SEIU, Local 721, CTW, CLC (hereinafter referred
to as "Union").

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SIGNATURE PAGE I

ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Los Angeles County Employees Association, SEIU, Local 721, was certified on April 23, 1970 by County's Employee Relations Commission (Employee Relations Commission File No. R-74-69) as the majority representative of County Employees in the Supervisory Clerical and Office Services Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007 transferring representational responsibilities to SEIU, Local 7211 for bargaining units formerly represented by SEIU Local 660 and SEIU Local 535. Management hereby recognizes SEIU, Local 721, as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management agrees that it shall recognize SEIU, Local 721, as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and SEIU, Local 721, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 7211 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 7211 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term, and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

 A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management.

The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the

Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each

party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination
 - Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.

7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.

8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the

matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within

sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination
 - Implementation
 - Term
 - Renegotiation
 - Safety and Health
 - Payroll Deductions and Dues
 - Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 7211 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 7211 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond

the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 7211 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency,

Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3. Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4. Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign

employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.

- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDY

Section 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

- Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

- FLSA Exempt employees must request EVTO in full work day increments.

- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

- EVTO is not available to employees on any other paid or unpaid leave.

- Department Heads may continue to approve other unpaid leave of absences.

- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 7211 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 7211. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 7211.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 7211 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 7211 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 7211 regarding

its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 7211 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 7211 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 7211 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 7211. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC I.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT
COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDSSection 1.

Management will furnish adequate bulletin board space to SEIU, Local 721, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the

receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTHSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. SEIU, Local 721, will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors. The immediate supervisor will respond within five (5) business days.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter in writing to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or the employee's representative is not satisfied with the response of the safety officer, SEIU, Local 721, may consult with the Chief of Disability Benefits, Health and Safety Division of the Chief Executive Office or his/her designate. A representative of such branch shall respond to the Department Head and SEIU, Local 721, within ten (10) days.

If SEIU, Local 721, is not satisfied with the response of the Chief of Disability Benefits, Health and Safety Division, the issue may be taken within ten (10) days to arbitration as set forth in Article 11. During such ten (10) days consultation between the Department Head and SEIU, Local 721, will take place. Management shall make available the name and

work telephone number of each safety officer/representative in each department and/or work facility. This list will be updated as required.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to update and to maintain complete first aid kits at all work facilities and to ensure said kits are accessible to employees.

Section 3.

Management and SEIU, Local 721, mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4.

The parties agree to recommend to the Los Angeles County Labor-Management Advisory Committee on Productivity Enhancement that the committee place employee safety and security on its agenda as an item for consideration.

Section 5. Office Ergonomics

The parties acknowledge that grievances resulting from disputes regarding the Office Ergonomics guidelines shall be subject to the provision of the Safety and Health Article of the applicable Memorandum of Understanding.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (e-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 7211 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 7211 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 7211 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 7211's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICESSection 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration; appeal processes, and resolution and payment of awards.

Section 2 Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 7211 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce

intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.
4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDSSection 1. Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by SEIU, Local 721.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1 Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals.

Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 7211 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2 Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3 Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4 Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.
- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.
- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU, Local 7211, DHS, and DPH will jointly monitor releases to ensure reasonable access to training.

- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.

- F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5 Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 7211 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.
- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.
- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.

- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resources' office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.

- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.

- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.

- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County". This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6. Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 7 Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.

2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).
2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.
4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is

needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU, Local 7211 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8. Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9. Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 7211 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10. DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS, and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including but not limited to study guides and practice skills labs;
- Study time and remediation; and
- Case Presentations (where applicable).

SEIU, Local 7211 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42DEPARTMENT OF MENTAL HEALTH HEALTH CARE REFORM

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for and responding to changes under healthcare reform and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare reform before implementation.

The committee will have fifteen (15) Local 721 employee representatives.

Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

health care reform in DMH' when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

The Mental Health Transformation Committee will establish a methodology to enhance the delivery of clinical care under the MHSA and maximize revenue under the MHSA. In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization with the goal of achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.
- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform Committee.

This article will expire on September 30, 2015, with the exception of the section on work place safety. If the parties have not completed the work of DMH health care reform by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44RIGHTS OF UNIT

Management agrees to permit twelve (12) employees in the Unit, designated by, SEIU, Local 721, as spokespersons for the Unit, time off with pay to attend meetings between, SEIU, Local 721, and Management where the subject of such meetings involves basic issues affecting employee relations concerning the entire Unit.

The names of the employees so designated will be provided in writing by, SEIU, Local 721, to Management. SEIU, Local 721, agrees that the employees designated shall not log nor be entitled to compensatory time or premium pay for the time spent pursuing activities allowed under this Article.

ARTICLE 45WORK SCHEDULEPurpose

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

For the purpose of computing overtime, the workweek for employees in this Unit is forty (40) hours of work in a seven consecutive day period as defined by Management. For the purpose of work schedules, the normal workweek shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two (2) fifteen (15) minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within general area as prescribed by Management.

B. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section D), employees' work schedules, or work shifts, shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective.

C. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

D. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

E. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or workweek assignments required for the maintenance of necessary operations.

F. The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same workweek. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same workweek.

G. Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day - eighty (80) hour two week schedule or a four (4) day - forty (40) hour week schedule.

Management will respond to an employee's request within fifteen (15) calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

H. Library Aids and Pages

In the event of a temporary Library closure due to maintenance, construction or Health and Safety issues, Management will make every reasonable effort to allow Library Aids and Pages to work available hours at a nearby Library.

ARTICLE 46 TRANSFERS

Section 1. Intra-Departmental

Any employee covered herein who has completed twelve (12) months of service at his/her current work location and has a competent or better performance evaluation on file may submit a written request for transfer within his/her own department and have his/her name placed on a transfer request list to be kept by the appropriate manager of the work location to which the employee is requesting a transfer. The request will be retained for a period of one (1) year or until withdrawn in writing by the employee. Management has the discretion to waive the above criteria when granting transfers.

It is understood that these requests are for an available, vacant position in the same classification. Management will consider these requests for transfer when filling vacancies.

However, this Article in no way is intended to limit Management's authority to make appointments.

Employees that no longer desire a voluntary transfer shall submit a written notice to the appropriate manager requesting the removal of their name from the transfer request list.

Section 2. Inter-Departmental

Any employee covered herein who has completed twelve (12) months of service at his/her current work location, has a competent or better performance evaluation on file and wishes to transfer to another County department may submit a written request for such transfer and have his/her name placed on a transfer request list to be kept by the personnel office

of the department to which the employee is requesting a transfer. The request shall be maintained for a period of one (1) year or until withdrawn in writing by the employee. Management has the discretion to waive the above criteria when granting transfers.

It is understood that these requests are for an available, vacant position in the same classification. Management will consider these requests for transfer when filling vacancies. However, this Article in no way is intended to limit Management's authority to make appointments.

Employees that no longer desire a voluntary transfer shall submit a written notice to the personnel office of the department to which the employee requested a transfer.

Section 3. Voluntary Transfers Match- DPSS

The parties agree that an Intermediate Supervising Clerk, Intermediate Supervising Typist Clerk, Head Clerk, Supervising Clerk, or Supervising Typist Clerk who desires to effect a transfer from one office to another office within DPSS shall submit a typed memo in triplicate addressed to the Bureau Headquarters indicating where the employee desires to transfer for each request. Requests for transfer will only be considered if the employee has completed twelve (12) months of service at the current office in the above classifications and the employee's last rating of performance is competent or better. All copies of the transfer request shall be submitted to the current office head. The office head will indicate on the request for transfer the employee's continuous service date, length of service as a Intermediate Supervising Clerk, Intermediate Supervising Typist Clerk, Head Clerk,

Supervising Clerk, or Supervising Typist Clerk at the current office and certified bilingual skills if any.

The office head will forward the transfer request to the Bureau and receiving Division Headquarters with a copy to the employee. If the employee does not meet the above transfer criteria, all copies of the transfer request will be returned to the employee with the reason for denial.

Transfer requests forwarded to the Bureau and Division Headquarters shall be valid for one (1) year or until withdrawn in writing by the employee.

During the months of March, June, September, and December, Management will review transfer requests on file at Bureau Headquarters and office vacancies and initiate transfers of the most senior employees providing certified bilingual skills are not required. Should Management determine that bilingual skills are required more in the receiving office than the sending office, the most senior bilingual employee will be eligible for transfer. In the event an eligible employee is placed on improvement needed or no longer desires voluntary transfer, the employee's name shall be removed from the list for a period of six months after which time the employee will be eligible to request transfer in accordance with Section 3 of this Article.

Transfers will be effected as expeditiously as possible and will be done prior to any new hiring of employees in the aforementioned classifications.

It is understood that this Section does not modify Management's right to promote an eligible employee who is working in the office where the vacancy occurs.

During emergencies or when vacancies occur as a result of opening new facilities, altering or reorganizing programs or when vacancies exceed five percent (5%) as a result of the transfer from the sending office, the provisions of this Section shall be applied only to the degree practicable. For the purpose of this Section, seniority shall be based upon continuous service in the classification and within the Department.

ARTICLE 47VACATION SCHEDULES – HOSPITAL SUPERVISORY
CLERICAL EMPLOYEES

Vacation periods shall be scheduled by Management to provide adequate staffing. Such schedules shall be subject to the needs of County service. Employees in this bargaining unit shall be entitled to take authorized vacations in accordance with the following procedures:

1. a. Management shall prepare an annual vacation schedule for employees in this bargaining unit in each vacation scheduling unit. A vacation scheduling unit is defined as:
 - (1) A unit with a sufficient number of employees in this bargaining unit with interchangeable skills to ensure that employees in this bargaining unit will not have to compete with employees not in this bargaining unit for vacation schedules, and
 - (2) A unit where vacations are required to be scheduled throughout the year. For each vacation scheduling unit, Management shall decide the number of employees who may be on vacation at any given time. No request for vacation shall be denied because of the season of the year.

- b. Where the vacation scheduling unit is a small unit within a hospital where employees in this bargaining unit with the necessary skills cannot be floated into the unit, prior practices in vacation scheduling shall be controlling.
2. The employee in this bargaining unit with the greatest seniority based on continuous service date will be given the opportunity to have one first available choice of vacation schedule, with the other employees in this bargaining unit being given their choice of available vacation schedules in descending order of seniority.
3. Having once made such a choice, no employee in this bargaining unit may change his/her vacation schedule if such change will conflict with the choice of any other employee in this bargaining unit in the vacation scheduling unit or unless the affected employee in this bargaining unit and Management agree to such a change.
4. For the purposes of this Article, employees in this bargaining unit assigned to a vacation scheduling unit after the annual vacation schedule has been prepared waive any seniority rights they have until the next annual vacation schedule is prepared.
5. In the case of a tie involving two or more employees in this bargaining unit, the opportunity to choose a vacation schedule will be given to the employee in this bargaining unit in the descending order of (1) their continuous service date, (2) seniority in the work facility, or (3) seniority in the vacation scheduling unit.

ARTICLE 48 JOINT LABOR/MANAGEMENT COMMITTEE ON CLERICAL ISSUES

Section 1.

It is the intention of the parties to establish a County-wide Joint Labor/Management Committee on Clerical Issues to provide a forum for Labor and Management to jointly discuss issues of concern to employees in this unit.

Section 2.

The Joint Labor/Management Committee on Clerical Issues shall consist of four (4) Management representatives and six (6) employee representatives as designated by the Union. The Management representatives will be designated by the Chief Executive Officer.

Section 3.

During the term of this MOU, the Joint Labor/Management Committee on Clerical Issues shall meet up to six (6) times annually, upon written request of either party, or more often by mutual agreement, during working hours to discuss issues which may include, but are not limited to, career training, educational/promotional opportunities, class specifications, training and employee development, and productivity enhancements with monetary incentives.

The Committee may also make advisory recommendations to the Chief Executive Officer, or his designated representative, for consideration.

Section 4.

The Joint Labor/Management Committee on Clerical Issues shall use the training funds in Article 50, Training and Career Development, to enhance career training and employee development for employees in Bargaining Units #111 and #112 during the term of the MOU.

ARTICLE 49 JOINT LABOR/MANAGEMENT COMMITTEE ON OFFICE
ERGONOMICS

Section 1. Intent

It is the intention of the parties that this Article be included only to inform employees and Management of the increased use of ergonomics and ergonomic related equipment (computers, etc.) in the work place, the importance of properly designed work environments to maximize employee job satisfaction, and increase operational efficiency and productivity.

Section 2.

It is agreed that the Joint Labor/Management Committee on Office Ergonomics shall consist of no fewer than five (5) Management representatives and an equivalent number of employee representatives as designated by the Union. The Management representatives will be designated by the Chief Executive Officer and include a representative from the Chief Executive Office (CEO), Department of Human Resources' Health, Safety and Disability Benefits Division (HSDBD); and the Internal Services Department (ISD) and the Chief Information Office (CIO). The Director of Personnel shall coordinate County-wide direction regarding Office Ergonomics. The Union has the right to have outside consultants attend the meeting at Union expense.

Section 3.

During the term of this MOU, the Joint Labor/Management Committee on Office Ergonomics shall meet at least quarterly, upon written request of either party, during working hours to discuss matters relating to the use of Office Ergonomics which includes,

but is not limited to, break periods, eye care, potential health hazards to pregnant women, inspection of machines, changes in technology, industry research and factors relating to Ergonomics. The Committee shall make advisory recommendations to the Director of Personnel to encourage operating departments to utilize Office Ergonomics Guidelines in the purchase and acquisition of office equipment, including any equipment transferred between County departments.

The Committee may also make advisory recommendations to the Director of Personnel concerning any revision to the Office Ergonomics Guidelines and the development of training programs for new technology in ergonomic equipment for office use.

Section 4.

Management and , SEIU, Local 721 agree to transfer from the Workplace Retraining Funds in Article 33 in the #111 Clerical and Office Services Representation Unit and #112 Supervisory Clerical and Office Services Representation Unit a total of one hundred and fifty thousand dollars (\$150,000.00) during the term of this agreement to the Joint Labor/Management Committee on Office Ergonomics in bargaining units #111 and #112 for ergonomic related training and other purposes as established by the Joint Labor/Management Committee on Office Ergonomics consistent with the provisions of this Article.

Management agrees to rollover any remaining funds to subsequent contract terms.

ARTICLE 50 TRAINING AND CAREER DEVELOPMENT

Management and, SEIU, Local 721, recognize the importance of training and career development of employees within the Unit in order to have a stable, highly qualified and effective workforce in the delivery of services to the public.

1. Technological Change

As new technology is introduced in the work environment and is required to be used by specific employees, Management will make reasonable efforts to train the affected employees in the new technology.

2. Training Opportunities

An employee in the Unit can request to participate in educational programs, symposiums, seminars, conferences and meetings which would lead to an increase in their skills, knowledge and understanding. Employee training requests for County time to attend such programs shall be subject to Management approval.

Grievances filed under this section for training funded under Section 4 shall be expedited to the Third Level upon being filed.

3. In-Service Training

Management agrees to continue departmental in-service training programs which are in effect at the time this Memorandum of Understanding is implemented until their terms have expired, and also to encourage the establishment of in-service

training programs in departments and classifications where possible. Management agrees to make information concerning in-service training programs available to employees within the Unit.

Management agrees that training programs will not be established to deprive qualified employees of higher earnings.

4. Training Expenses

Management and, SEIU, Local 721 shall transfer a total of two hundred and fifty thousand dollars (\$250,000.00) in each fiscal year of the term of the agreement from the Training Funds in the #111 Clerical and Office Services and #112 Supervisory Clerical and Office Service MOUs, Article 33 Workplace Retraining, Section 3, for training purposes for the #111 and #112 bargaining units consistent with the provisions of this Article. The Joint Labor-Management Committee on Clerical Issues will administer the training funds under this section (4). Management agrees to rollover any remaining funds to subsequent contract terms.

ARTICLE 51POSTING OF NOTICES

Civil service examinations, departmental and interdepartmental vacancy notices shall be posted by Management, within a reasonable time after receipt, on the department's main bulletin board(s).

Employees who desire information about current job openings may call the Department of Human Resources' (DHR) 24-hour job information number at (800) 970-LIST (5478) or may access the DHR Intranet Website at <http://hr.lacounty.gov>.

The parties agree that the provisions of this article shall not be grievable nor arbitrable, and are, therefore, expressly excluded from the grievance and arbitration provisions of Articles 11, 13 and 14 of this Memorandum of Understanding.

ARTICLE 52 OVERTIME

Section 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one (1) week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. '201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.
- B. The County will pay employees for any overtime worked at a rate of one and one-half (1-1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
- C. Payoff of Special Deferred CTO
On or after August 1, 1995, at the employee's option, CTO earned during the period October 1, 1993 through and including June 30, 1994 and remaining on the books, may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

- D. With Department Head (Appointing Authority) approval, an employee in the bargaining unit may elect to work up to thirty-two (32) hours of FLSA overtime to be used as compensatory time off in lieu of pay. Compensatory time is accrued at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. No more than forty-eight (48) hours of compensatory time may be accrued in a calendar year. All overtime hours worked in excess of thirty-two (32) hours and accrued as compensatory time in a calendar year shall be paid.

To use compensatory time, an employee must submit a written request to the immediate supervisor at least five (5) working days prior to the first date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval of departmental management. Accumulated compensatory time must be used by the end of the calendar year following the year in which it was earned or it shall be paid. Accrued compensatory time shall be paid prior to any promotions.

Management may direct an employee to use accumulated compensatory time provided the employee is given ten (10) business days' notice. Unless approved by management, employees may not accrue overtime hours which are worked during disaster periods or emergencies declared by the Board of Supervisors, local or federal government.

Section 2. Usage of Non-FLSA Earned Compensatory Time

- A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off.

Requests for time-off will be approved based on the needs of the service as determined by Management.

- B. With prior approval of departmental Management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. Saving Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work

location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

Section 5.

An employee who works a four (4) day - forty (40) hour week schedule or a nine (9) day - eighty (80) hour two-week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

ARTICLE 53 SPECIAL PAY PRACTICESSection 1. Night Shift Differential

The parties agree to recommend jointly to the County's Board of Supervisors that employees in this Unit are paid for evening and night shift differential as follows:

- A. The evening shift is a shift at least five-eighths (5/8) of which falls between 4:00 p.m. and 11:00 p.m. The night shift is a shift at least five-eighths (5/8) of which falls between the hours of 9:00 p.m. and 8:00 a.m.
- B. Effective October 1, 1990, evening shift employees shall receive a premium of fifty cents (\$.50) per hour. Night shift employees shall receive a premium of fifty cents (\$.50) per hour, above the established rate for each classification.
- C. Effective July 1, 1991, night shift employees shall receive a premium of fifty-five cents (\$.55) per hour, above the established rate for each classification.
- D. Effective October 1, 1992, evening shift employees shall receive a premium of fifty-five cents (\$.55) per hour.
- E. Effective October 1, 1992, night shift employees shall receive a premium of sixty cents (\$.60) per hour, above the established rate for each classification.

Section 2. Superior Subordinate Pay

The Chief Executive Officer will authorize compensation for a supervisor at a rate of \$1.00 per month more than the base rate of his/her highest paid subordinate, when the qualifying conditions are met as provided by Section 6.10.070 of the County Code.

Section 3. Call Back

Whenever an employee is unexpectedly ordered by his/her Department Head or designated Management representative to return to work following the termination of his/her normal work shift and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half (1½) of the employee's regular rate of pay. Work performed in excess of four (4) hours will be compensated for in accordance with provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four (4) hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four (4) hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two (2) hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 4.

At the conclusion of the term of this contract, negotiations for future MOU will include discussions on special pay practices as it relates to weekend bonus.

ARTICLE 54 SALARIESSection 1. Recommended Salary Adjustment

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
1262	ASST OPNS OFF, BANKING & REMIT PROC	CURRENT	NMV	81K	3853.45	5190.55
		12/13/2013	NMV	82G	3929.27	5294.00
		10/01/2014	NMV	83D	4006.73	5399.09
		02/01/2015	NMV	84A	4086.00	5506.00
1335	ASSISTANT SUPERVISING PAYROLL CLERK	CURRENT	NMV	72E	2991.45	4016.64
		12/13/2013	NMV	73B	3050.45	4096.18
		10/01/2014	NMV	73K	3110.09	4177.64
		02/01/2015	NMV	74G	3171.36	4260.73
1182	CHIEF CLERK	CURRENT	NMV	81C	3788.55	5101.45
		12/13/2013	NMV	81L	3862.73	5203.27
		10/01/2014	NMV	82H	3938.82	5307.00
		02/01/2015	NMV	83E	4016.64	5412.45
2185	CHIEF MEDICAL STENOGRAPHER	CURRENT	NM	85D	4229.36	5547.18
		12/13/2013	NM	86A	4313.00	5657.00
		10/01/2014	NM	86J	4399.55	5770.45
		02/01/2015	NM	87F	4487.45	5885.73
1183	CLERICAL ADMINISTRATOR, CHILD SERVS	CURRENT	NMV	83C	3996.82	5385.73
		12/13/2013	NMV	83L	4076.09	5492.64
		10/01/2014	NMV	84H	4157.27	5602.09
		02/01/2015	NMV	85E	4239.82	5713.73
2676	DATA CONVERSION SUPERVISOR I	CURRENT	NMV	71G	2927.00	3929.27
		12/13/2013	NMV	72D	2984.09	4006.73
		10/01/2014	NMV	73A	3043.00	4086.00
		02/01/2015	NMV	73J	3102.64	4167.45
2677	DATA CONVERSION SUPERVISOR II	CURRENT	NMV	75F	3249.55	4367.09
		12/13/2013	NMV	76C	3313.36	4454.18
		10/01/2014	NMV	76L	3378.82	4542.91
		02/01/2015	NMV	77H	3444.91	4633.55
9315	ELECTION ASSISTANT III, NC	CURRENT		FH		27.19
		12/13/2013		FH		27.73
		10/01/2014		FH		28.28
		02/01/2015		FH		28.85

1203 ELECTION/RECORDER SERVICES SUPVR	CURRENT	NMV	74E	3155.91	4239.82
	12/13/2013	NMV	75B	3217.91	4323.82
	10/01/2014	NMV	75K	3281.18	4410.36
	02/01/2015	NMV	76G	3346.09	4498.55
1179 HEAD CLERK	CURRENT	NMV	75B	3217.91	4323.82
	12/13/2013	NMV	75K	3281.18	4410.36
	10/01/2014	NMV	76G	3346.09	4498.55
	02/01/2015	NMV	77D	3411.82	4588.09
2247 HD COURT RECORDS SYS CLERK, SHERIFF	CURRENT	NMV	86K	4410.36	5943.91
	12/13/2013	NMV	87G	4498.55	6062.45
	10/01/2014	NMV	88D	4588.09	6183.09
	02/01/2015	NMV	89A	4679.00	6306.00
2225 HEAD CUSTODY RECORDS CLERK, SHERIFF	CURRENT	NMV	83B	3986.91	5372.36
	12/13/2013	NMV	85L	4302.55	5798.82
	10/01/2014	NMV	86H	4388.73	5914.82
	02/01/2015	NMV	87E	4476.36	6032.64
1205 HEAD, ELECTION & DOCUMENT PROC SERV	CURRENT	NMV	84F	4136.91	5574.64
	12/13/2013	NMV	85C	4218.91	5685.36
	10/01/2014	NMV	85L	4302.55	5798.82
	02/01/2015	NMV	86H	4388.73	5914.82
2187 HEAD MEDICAL STENOGRAPHER	CURRENT	NM	81D	3797.82	4977.09
	12/13/2013	NM	82A	3872.00	5076.00
	10/01/2014	NM	82J	3948.36	5177.82
	02/01/2015	NM	83F	4026.55	5281.00
1275 HEAD PUBLIC HEALTH REGISTRAR	CURRENT	NMV	82B	3881.55	5229.00
	12/13/2013	NMV	82K	3957.91	5333.00
	10/01/2014	NMV	83G	4036.45	5439.18
	02/01/2015	NMV	84D	4116.55	5547.18
2246 HEAD RECORDS SYSTEM CLERK, SHERIFF	CURRENT	NMV	81K	3853.45	5190.55
	12/13/2013	NMV	82G	3929.27	5294.00
	10/01/2014	NMV	83D	4006.73	5399.09
	02/01/2015	NMV	84A	4086.00	5506.00
1371 HEAD, TAX SERVICES	CURRENT	NMV	88K	4656.27	6275.27
	12/13/2013	NMV	89G	4749.36	6400.36
	10/01/2014	NMV	90D	4844.00	6527.55
	02/01/2015	NMV	91A	4940.00	6657.00
2208 HEAD, TRANSCRIBING SERVICES	CURRENT	NMV	76J	3362.45	4520.73
	12/13/2013	NMV	77F	3428.36	4610.82
	10/01/2014	NMV	78C	3495.27	4702.45
	02/01/2015	NMV	78L	3564.36	4796.27
1254 INTERMEDIATE CASHIER	CURRENT	NMV	64L	2451.00	3289.09
	12/13/2013	NMV	65H	2499.00	3354.27
	10/01/2014	NMV	66E	2548.09	3420.09
	02/01/2015	NMV	67B	2598.36	3486.64

1176 INTERMEDIATE SUPERVISING CLERK	CURRENT	NMV	70C	2822.00	3788.55
	12/13/2013	NMV	70L	2878.00	3862.73
	10/01/2014	NMV	71H	2934.00	3938.82
	02/01/2015	NMV	72E	2991.45	4016.64
2221 INTERMEDIATE SUPVVG TYPIST-CLERK	CURRENT	NMV	71B	2892.00	3881.55
	12/13/2013	NMV	71K	2948.00	3957.91
	10/01/2014	NMV	72G	3006.18	4036.45
	02/01/2015	NMV	73D	3065.36	4116.55
1389 MEDICAL RECORDS SUPERVISOR I	CURRENT	NM	72A	2962.00	3872.00
	12/13/2013	NM	72J	3020.91	3948.36
	10/01/2014	NM	73F	3080.27	4026.55
	02/01/2015	NM	74C	3140.45	4106.36
1390 MEDICAL RECORDS SUPERVISOR II	CURRENT	NM	74J	3186.82	4167.45
	12/13/2013	NM	75F	3249.55	4250.27
	10/01/2014	NM	76C	3313.36	4334.64
	02/01/2015	NM	76L	3378.82	4421.18
1362 OWNERSHIP SERVICES SUPERVISOR I	CURRENT	NMV	75E	3241.64	4356.27
	12/13/2013	NMV	76B	3305.18	4443.09
	10/01/2014	NMV	76K	3370.64	4531.82
	02/01/2015	NMV	77G	3436.64	4622.18
1363 OWNERSHIP SERVICES SUPERVISOR II	CURRENT	NMV	79E	3607.91	4856.00
	12/13/2013	NMV	80B	3678.18	4952.36
	10/01/2014	NMV	80K	3751.64	5051.27
	02/01/2015	NMV	81G	3825.64	5152.36
2343 PROCUREMENT AID	CURRENT	NM	68D	2681.91	3503.91
	12/13/2013	NM	69A	2735.00	3573.00
	10/01/2014	NM	69J	2788.09	3642.82
	02/01/2015	NM	70F	2843.00	3714.91
2344 PROCUREMENT ASSISTANT I	CURRENT	NM	72C	2976.73	3891.09
	12/13/2013	NM	72L	3035.64	3967.45
	10/01/2014	NM	73H	3095.18	4046.36
	02/01/2015	NM	74E	3155.91	4126.73
2346 PROCUREMENT ASSISTANT II	CURRENT	NM	76C	3313.36	4334.64
	12/13/2013	NM	76L	3378.82	4421.18
	10/01/2014	NM	77H	3444.91	4509.64
	02/01/2015	NM	78E	3512.55	4599.45
2347 PROCUREMENT ASSISTANT III	CURRENT	NM	80D	3696.55	4844.00
	12/13/2013	NM	81A	3770.00	4940.00
	10/01/2014	NM	81J	3844.18	5038.91
	02/01/2015	NM	82F	3919.73	5139.64
1255 SENIOR CASHIER	CURRENT	NMV	70F	2843.00	3816.36
	12/13/2013	NMV	71C	2899.00	3891.09
	10/01/2014	NMV	71L	2955.00	3967.45
	02/01/2015	NMV	72H	3013.55	4046.36

7068 SENIOR PHOTOCOPY MACHINE OPERATOR	CURRENT	NMV	63D	2344.45	3148.18
	12/13/2013	NMV	64A	2391.00	3210.00
	10/01/2014	NMV	64J	2439.00	3273.27
	02/01/2015	NMV	65F	2487.00	3337.91
1274 SENIOR PUBLIC HEALTH REGISTRAR	CURRENT	NMV	72G	3006.18	4036.45
	12/13/2013	NMV	73D	3065.36	4116.55
	10/01/2014	NMV	74A	3125.00	4198.00
	02/01/2015	NMV	74J	3186.82	4281.64
1260 SUPVG CASHIERING SERVS REP, SHERIFF	CURRENT	NMV	74A	3125.00	4198.00
	12/13/2013	NMV	74J	3186.82	4281.64
	10/01/2014	NMV	75F	3249.55	4367.09
	02/01/2015	NMV	76C	3313.36	4454.18
1174 SUPERVISING CLERK	CURRENT	NMV	66E	2548.09	3420.09
	12/13/2013	NMV	67B	2598.36	3486.64
	10/01/2014	NMV	67K	2649.27	3555.73
	02/01/2015	NMV	68G	2701.82	3625.36
2245 SUPVG COURT RECORDS SYS CLERK, SHER	CURRENT	NMV	75K	3281.18	4410.36
	12/13/2013	NMV	76G	3346.09	4498.55
	10/01/2014	NMV	77D	3411.82	4588.09
	02/01/2015	NMV	78A	3478.00	4679.00
2220 SUPVG CUSTODY RECORDS CLERK, SHERIFF	CURRENT	NMV	73B	3050.45	4096.18
	12/13/2013	NMV	75L	3289.09	4421.18
	10/01/2014	NMV	76H	3354.27	4509.64
	02/01/2015	NMV	77E	3420.09	4599.45
2659 SUPERVISING DATA CONTROL CLERK I	CURRENT	NMV	65J	2505.00	3362.45
	12/13/2013	NMV	66F	2554.36	3428.36
	10/01/2014	NMV	67C	2604.73	3495.27
	02/01/2015	NMV	67L	2655.64	3564.36
2660 SUPERVISING DATA CONTROL CLERK II	CURRENT	NMV	69H	2781.45	3733.27
	12/13/2013	NMV	70E	2836.00	3807.09
	10/01/2014	NMV	71B	2892.00	3881.55
	02/01/2015	NMV	71K	2948.00	3957.91
1306 SUPVG ELIG COMPUTATION CLERK I	CURRENT	NMV	68C	2675.27	3590.45
	12/13/2013	NMV	68L	2728.36	3660.27
	10/01/2014	NMV	69H	2781.45	3733.27
	02/01/2015	NMV	70E	2836.00	3807.09
1307 SUPVG ELIG COMPUTATION CLERK II	CURRENT	NMV	70C	2822.00	3788.55
	12/13/2013	NMV	70L	2878.00	3862.73
	10/01/2014	NMV	71H	2934.00	3938.82
	02/01/2015	NMV	72E	2991.45	4016.64
2304 SUPVG EVIDENCE & PROPERTY CUST, SHER	CURRENT	NMV	78H	3538.45	4761.09
	12/13/2013	NMV	79E	3607.91	4856.00
	10/01/2014	NMV	80B	3678.18	4952.36
	02/01/2015	NMV	80K	3751.64	5051.27

2168 SUPVG LEGAL OFFICE SUPPORT ASST	CURRENT	NMV	79H	3634.09	4892.00
	12/13/2013	NMV	80E	3705.73	4989.45
	10/01/2014	NMV	81B	3779.27	5088.73
	02/01/2015	NMV	81K	3853.45	5190.55
2184 SUPERVISING MEDICAL STENOGRAPHER	CURRENT	NM	77C	3403.55	4454.18
	12/13/2013	NM	77L	3469.73	4542.91
	10/01/2014	NM	78H	3538.45	4633.55
	02/01/2015	NM	79E	3607.91	4725.91
2210 SUPVG MEDICAL TRANSCRIBER TYPIST	CURRENT	NMV	72L	3035.64	4076.09
	12/13/2013	NMV	73H	3095.18	4157.27
	10/01/2014	NMV	74E	3155.91	4239.82
	02/01/2015	NMV	75B	3217.91	4323.82
7050 SUPVG MICROFILM CAMERA OPERATOR	CURRENT	NM	69B	2741.64	3581.73
	12/13/2013	NM	69K	2794.73	3651.55
	10/01/2014	NM	70G	2850.00	3724.09
	02/01/2015	NM	71D	2906.00	3797.82
1338 SUPERVISING PAYROLL CLERK I	CURRENT	NMV	74E	3155.91	4239.82
	12/13/2013	NMV	75B	3217.91	4323.82
	10/01/2014	NMV	75K	3281.18	4410.36
	02/01/2015	NMV	76G	3346.09	4498.55
1339 SUPERVISING PAYROLL CLERK II	CURRENT	NMV	76D	3321.55	4465.27
	12/13/2013	NMV	77A	3387.00	4554.00
	10/01/2014	NMV	77J	3453.18	4644.91
	02/01/2015	NMV	78F	3521.18	4737.64
1340 SUPERVISING PAYROLL CLERK III	CURRENT	NMV	78D	3503.91	4714.18
	12/13/2013	NMV	79A	3573.00	4808.00
	10/01/2014	NMV	79J	3642.82	4904.00
	02/01/2015	NMV	80F	3714.91	5001.82
1341 SUPERVISING PAYROLL CLERK IV	CURRENT	NMV	81J	3844.18	5177.82
	12/13/2013	NMV	82F	3919.73	5281.00
	10/01/2014	NMV	83C	3996.82	5385.73
	02/01/2015	NMV	83L	4076.09	5492.64
1195 SUPVG PROPERTY CONVEYANCES EXAMINER	CURRENT	NMV	74G	3171.36	4260.73
	12/13/2013	NMV	75D	3233.73	4345.45
	10/01/2014	NMV	76A	3297.00	4432.00
	02/01/2015	NMV	76J	3362.45	4520.73
2244 SUPVG RECORDS SYSTEM CLERK, SHERIFF	CURRENT	NMV	74K	3194.55	4292.09
	12/13/2013	NMV	75G	3257.45	4377.91
	10/01/2014	NMV	76D	3321.55	4465.27
	02/01/2015	NMV	77A	3387.00	4554.00
1134 SUPERVISING SHERIFF STATION CLERK	CURRENT	NMV	76D	3321.55	4465.27
	12/13/2013	NMV	77A	3387.00	4554.00
	10/01/2014	NMV	77J	3453.18	4644.91
	02/01/2015	NMV	78F	3521.18	4737.64

2177 SUPERVISING STENOGRAPHER I	CURRENT	NM	72A	2962.00	3872.00
	12/13/2013	NM	72J	3020.91	3948.36
	10/01/2014	NM	73F	3080.27	4026.55
	02/01/2015	NM	74C	3140.45	4106.36
2204 SUPERVISING TRANSCRIBER TYPIST	CURRENT	NMV	69L	2801.36	3760.82
	12/13/2013	NMV	70H	2857.00	3834.91
	10/01/2014	NMV	71E	2913.00	3910.18
	02/01/2015	NMV	72B	2969.36	3986.91
2219 SUPERVISING TYPIST-CLERK	CURRENT	NMV	67D	2611.09	3503.91
	12/13/2013	NMV	68A	2662.00	3573.00
	10/01/2014	NMV	68J	2715.09	3642.82
	02/01/2015	NMV	69F	2768.18	3714.91
1218 SUPERVISING WITNESS ASSISTANT, DA	CURRENT	NMV	72G	3006.18	4036.45
	12/13/2013	NMV	73D	3065.36	4116.55
	10/01/2014	NMV	74A	3125.00	4198.00
	02/01/2015	NMV	74J	3186.82	4281.64
1369 TAX SERVICES SUPERVISOR I	CURRENT	NMV	75E	3241.64	4356.27
	12/13/2013	NMV	76B	3305.18	4443.09
	10/01/2014	NMV	76K	3370.64	4531.82
	02/01/2015	NMV	77G	3436.64	4622.18
1370 TAX SERVICES SUPERVISOR II	CURRENT	NMV	79E	3607.91	4856.00
	12/13/2013	NMV	80B	3678.18	4952.36
	10/01/2014	NMV	80K	3751.64	5051.27
	02/01/2015	NMV	81G	3825.64	5152.36
2424 TELEPHONE OPERATIONS SUPERVISOR I	CURRENT	NM	66K	2579.45	3370.64
	12/13/2013	NM	67G	2630.18	3436.64
	10/01/2014	NM	68D	2681.91	3503.91
	02/01/2015	NM	69A	2735.00	3573.00
2425 TELEPHONE OPERATIONS SUPERVISOR II	CURRENT	NM	70K	2871.00	3751.64
	12/13/2013	NM	71G	2927.00	3825.64
	10/01/2014	NM	72D	2984.09	3900.64
	02/01/2015	NM	73A	3043.00	3977.00
2427 TELEPHONE OPERATIONS SUPERVISOR III	CURRENT	NM	74J	3186.82	4167.45
	12/13/2013	NM	75F	3249.55	4250.27
	10/01/2014	NM	76C	3313.36	4334.64
	02/01/2015	NM	76L	3378.82	4421.18
2278 WAREHOUSE MANAGER	CURRENT	NM	78F	3521.18	4610.82
	12/13/2013	NM	79C	3590.45	4702.45
	10/01/2014	NM	79L	3660.27	4796.27
	02/01/2015	NM	80H	3733.27	4892.00

Section 2. Vacation For Pay Program

A. Salary Deduction

The parties agree that, for the period October 1, 1993 through June 30, 1994, 2 percent shall be deducted from the pay of each employee. This deduction shall be determined by calculating the employee's actual pay based on the pay rate provided for the employee in the salary article of this MOU plus any earned pay period bonuses stated as a percent of pay or number of additional schedules and/or levels and subtracting from the result 2 percent (8 salary levels). In the case of those employees taking part pay sick leave for all or a portion of the month no deduction shall be taken for the portion of the month in which the employee is receiving part pay sick leave.

B. Special Vacation

1. For each calendar month in which an employee receives a pay deduction as described in Paragraph A, such employee will receive .0201 of an hour of special vacation for each qualifying hour (as defined below) earned during the calendar month.

2. For purposes of this article, "qualifying hours" means hours worked during a work period, industrial disability hours covered by County benefits and paid leaves of absence including EVTO. Not included are hours while receiving long term disability benefits, absence without pay hours, overtime hours, and regular days off.

C. Vacation Usage

Any special vacation earned pursuant to Paragraph B, shall be credited to the employee on the first of the month after the month in which it is earned. The employee may use special vacation once it has been credited with the prior approval of Management.

D. Payoff of Special Vacation

On or after August 1, 1995, at the employee's option, unused special vacation may continue to be taken as time off, subject to prior Management approval, or may be converted to pay. An employee electing payment for any portion of the employee's special vacation balance, may submit a request to Management and, within 45 days of that request, shall be paid at the workday pay rate then in effect for the employee.

Any employee who terminates County employment shall be paid upon termination at the workday rate then in effect for any remaining special vacation granted pursuant to this article. It is understood that the Board of Supervisors may direct at any time prior to termination that some or all employees be paid at the workday pay rate then in effect for the employee for some or all of the unused special vacation.

Section 3..

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were

determined independently of race, gender, age or national origin.

Section 4. Step Advances

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's Department Head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- B. If no performance review is filed as defined in A. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph A. above, the employee may request his/her Department Head in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

- C. Grievances arising out of this section shall be processed as follows:
1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department

of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his/her step anniversary date.

2. Where the Department Head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.

3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the Department Head or his/her designated representative who shall respond to the grievance within ten days. Appeals from a Department Head decision shall be processed in accordance with Civil Service Rules.

D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 5. Special Step Advance

July 1, 1990: Employees in this Unit holding positions compensated at Schedule 44E or below shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service pursuant to Section 6.08.010 of the County Code.

October 1, 1992: Employees in this Unit holding positions compensated at Schedule 47J or below shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

August 1, 1993: Employees in this Unit holding positions compensated at Schedule 48F or below shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

July 1, 1994: Employees in this Unit holding positions compensated of schedule 49E or below, shall be advanced to the second step of the salary range upon completion of six (6) Months' continuous service.

January 1, 1998: Employees in this unit holding positions compensated at schedule 50B, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

July 1, 1998: Employees in this unit holding positions compensated at schedule 51C, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

January 1, 1999: Employees in this unit holding positions compensated at schedule 52D, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

July 1, 1999: Employees in this unit holding positions compensated at schedule 53A, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

January 1, 2000: Employees in this unit holding positions compensated at schedule 53J, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

November 1, 2000: Employees in this unit holding positions compensated at schedule 54K, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

July 1, 2001: Employees in this unit holding positions compensated at schedule 55A, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

October 1, 2001: Employees in this unit holding positions compensated at schedule 56B, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

July 1, 2002: Employees in this unit holding positions compensated at schedule 56D, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

October 1, 2002: Employees in this unit holding positions compensated at schedule 57E, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

July 1, 2003: Employees in this unit holding positions compensated at schedule 57E, Note NV, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

July 1, 2004: Employees in this unit holding positions compensated at schedule 58E, Note NV, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

July 1, 2005: Employees in this unit holding positions compensated at schedule 58E, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

October 1, 2006: Employees in this unit holding positions compensated at schedule 60H, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

October 1, 2007: Employees in this unit holding positions compensated at schedule 60H, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

January 1, 2008: Employees in this unit holding positions compensated at schedule 61J, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

January 1, 2009: Employees in this unit holding positions compensated at schedule 62K, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

January 1, 2010: Employees in this unit holding positions compensated at schedule 62K, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

January 1, 2011: Employees in this unit holding positions compensated at schedule 62K, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

January 1, 2012: Employees in this unit holding positions compensated at schedule 62K, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

January 1, 2013: Employees in this unit holding positions compensated at schedule 62K, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

January 1, 2014: Employees in this unit holding positions compensated at schedule 62K, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

January 1, 2015: Employees in this unit holding positions compensated at schedule 62K, or below, shall be advanced to the second step of the salary range upon completion of six (6) months' continuous service.

ARTICLE 55 UNIFORMS – SHERIFF

Section 1.

The parties agree that a set of uniforms consisting of five(5) shirts, five (5) pants and one (1) jacket, will be provided as prescribed by Management of the Sheriff's Department to all newly appointed Supervising Evidence and Property Custodian (Item 2304).

Section 2.

Employees shall be responsible for care and maintenance of uniforms. Management agrees to replace up to three (3) uniforms per year as needed. Worn-out uniform articles must be returned to the Sheriff's Department management in order to obtain replacements.

Section 3.

Upon termination of employment the uniform articles identified in Section 1 must be returned to the Sheriff's Department.

Section 4.

Nothing herein shall be construed to modify, in any manner whatsoever, the uniform standards in the Sheriff's Department, nor shall anything herein be construed as a waiver of Management's right to establish, change and/or modify uniform standards and dress codes.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX B

OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. **LIGHTING**

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. **GLARE**

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. **KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS**

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. **MAINTENANCE**

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX C

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave; most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to: Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor



For additional information:
 1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Wage and Hour Division

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division
 2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758



SWHa

WHO Publication 1420 Revised January 2009

"NOTICE A"

PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number



For additional information:
 1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
 WWW.WAGEHOUR.DOL.GOV

U.S. Wage and Hour Division

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division
 2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758



SWHa

WHO Publication 1420 Revised January 2009

"NOTICE B"

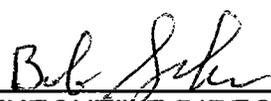
FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA- eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). for events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

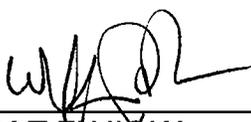
 Employer's Contact Person at Employer's Telephone Number

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

SEIU, LOCAL 721, CTW, CLC

By 
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 
WILLIAM T FUJIOKA
Chief Executive Officer

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
ADMINISTRATIVE, TECHNICAL AND STAFF SERVICES
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management")
of the County of Los Angeles (hereinafter
referred to as "County"),

AND

SEIU, Local 721, CTW, CLC (hereinafter
referred to as "Union").

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SIGNATURE PAGEi

ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Los Angeles County Employees Association, SEIU, Local 721, was certified on April 23, 1970 by County's Employee Relations Commission (Employee Relations Commission File No. R-74-69) as the majority representative of County Employees in the ADMINISTRATIVE, TECHNICAL AND STAFF SERVICES Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007, transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU Local 660 and SEIU Local 535. Management hereby recognizes Los Angeles County Employees Association, SEIU, Local 721, as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management agrees that it shall recognize SEIU, Local 721, as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and SEIU, LOCAL 721, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term, and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management.

The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the

Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each

party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination
 - Implementation
 - Term

Renegotiation
Safety and Health
Payroll Deductions and Dues
Authorized Agents
Provisions of Law
Workplace Retraining
New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding on all parties.

Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with

the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large

number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
 8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
 9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
 10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within

sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination
 - Implementation
 - Term
 - Renegotiation
 - Safety and Health
 - Payroll Deductions and Dues
 - Authorized Agents
 - Provisions of Law
 - Workplace Retraining
 - New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond

the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees

to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3. Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4. Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation

pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTSSection 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign

employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDYSection 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military

leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

 - EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

 - Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.
- FLSA Exempt employees must request EVTO in full work day increments.
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
- EVTO is not available to employees on any other paid or unpaid leave.
- Department Heads may continue to approve other unpaid leave of absences.
- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.
- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its

efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDS

Section 1.

Management will furnish adequate bulletin board space to SEIU, Local 721, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTHSection 1 Parties' Responsibilities

It is the duty of Management to provide and maintain a safe and healthy place of employment. The Union will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter in writing to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or the employee's representative is not satisfied with the response of the safety officer, the Union may consult with the Risk Management Division of the Chief Executive Office or his designate. A representative of such branch shall respond to the department head and the Union within ten (10) days. If the Union is not satisfied with the response of the Risk Management Division, the issue will be taken within ten (10) days to arbitration as set forth in Article 11. During such ten (10) days consultation between the department head and the Union will take place.

Section 2 First Aid Kits

The departmental safety officer or appropriate representative will maintain complete first aid kits at all work facilities.

Section 3

Management and the Union mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4 Office Ergonomics

In order to address the Unit's health and safety concerns on the use of video display terminals, the parties agree that four employees from the Unit will participate on the Joint Labor/Management Committee on Office Ergonomics as outlined in the Clerical MOU.

Section 5 Safety and Health Committee

Within sixty (60) days of the adoption of this MOU by the Board of Supervisors and at the request of the Union, a Safety and Health Committee shall be created to address the safety and health concerns, excluding those relating to Office Ergonomics, which affect the employees in the Bargaining Unit.

The Committee shall be comprised of four (4) management representatives and two (2) employee representatives from the Unit and two (2) employee representatives from

Bargaining Unit 122. The management representatives will be designated by the Chief Executive Officer or his designate.

Section 6

Management and the Union will form a committee to discuss self-defense measures for Welfare Fraud Investigators (Item No. 9152) and Supervising Welfare Fraud Investigators (Item No. 9153) the Department of Public Social Services.

Section 7 Emergencies

In the event of an emergency (i.e., a serious situation or occurrence that happens unexpectedly and demands immediate action) Management shall promptly notify and provide instructions to impacted employees regarding such emergencies.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (E-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICESSection 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2 Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDS

Section 1. Legal Rights of Shop Steward

Management recognizes that the Union's Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the MOU that the Union, may select a reasonable number of stewards for this Unit. The Union shall give to each Department Head a written list of employees from his/her department who have been selected as Stewards. This list shall be kept current by the Union. .

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the Steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the Steward shall inform the cognizant supervisor of the nature of the Steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the Steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the Steward's request, unless otherwise mutually agreed to.

The Union agrees that a Steward shall not log compensatory time or premium pay time for the time spent performing any function of a Steward.

Management will make every reasonable effort not to reassign a Steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The Union President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1 Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals.

Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2 Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3 Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4 Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.
- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.
- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce

Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.
- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.
- F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5 Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.
- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.
- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.

- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resources office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.

- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.

- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.

- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County". This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6 Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services' facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 7 Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.

2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).
2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.
4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is

needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8 Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9. Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10. DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including but not limited to study guides and practice skills labs;
- Study time and remediation; and
- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42DEPARTMENT OF MENTAL HEALTH HEALTH CARE REFORM

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for and responding to changes under healthcare reform and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare reform before implementation.

The committee will have fifteen (15) Local 721 employee representatives.

Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform in DMH' when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization with the goal of achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.
- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform Committee

This article will expire on September 30, 2015, with the exception of the section on work place safety. If the parties have not completed the work of DMH health care reform by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

ARTICLE 45 PARTICIPATION IN TUITION REIMBURSEMENT PROGRAM

Departments affected by this agreement are encouraged to implement the provisions of the Los Angeles County Code, Chapter 5.52, Tuition Reimbursement Program. In conformance with the provisions of Section 5.52.030 of said Code, Departmental Advisory Committee, each affected department having an established Advisory Committee as provided therein will include at least two (2) Union Stewards or Active Members on said Committee. This Committee will be permanent, and will meet every other month.

ARTICLE 46 RIGHTS OF UNIT

Management agrees to permit two (2) employees in this Unit, designated by the Bargaining Unit Committee as spokespersons, time off with pay to attend meetings between the Union and Management where the subject of such meetings involves basic issues affecting employee relations concerning the entire Unit.

The name of the employees so designated will be provided in writing, by the Union to the Chief Executive Office and the head of the department(s) in which the designated spokespersons are employed. The Union agrees that the employee designated shall not log nor be entitled to compensatory time or premium pay for the time spent pursuing activities allowed under this Article.

ARTICLE 47 WORK SCHEDULEPurpose

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Section 1

For the purpose of computing overtime, the work week for employees in this Unit is forty (40) hours of work in a seven (7) consecutive day period as defined by Management. For the purpose of work schedules, the normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section 4. Each eight (8) hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two (2) (15) minute rest periods, one (1) scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within the general area as prescribed by Management.

Section 2 Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section 4), employees' work schedules shall not be changed without written notice to the employee at least ten working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective.

Section 3 Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

Section 4 Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same work week. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same work week.

Section 5 Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day – eighty 80 hour two week schedule or a four (4) day – forty 40 hour week schedule. Management will

respond to an employee's request within fifteen 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. An employee's alternative work schedule shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

Section 6 Telecommuting

Individual employees may request to telecommute. Management will select those persons to participate in telecommuting and will determine the parameters of the telecommuting program. Employees will be deemed eligible to participate in telecommuting as Management determines that the individual employee can effectively telecommute because of his/her skills, work assignment, experience, prior performance, or the needs of the service.

It is agreed that telecommuting is a voluntary program and participation can be terminated at any time by either Management or the participating employee.

ARTICLE 48 TRANSFERS

Any employee covered herein may submit a written request for transfer within his/her own department and have his/her name placed on a list to be kept by the manager of the work location to which the employee is requesting a transfer.

Any employee covered herein who wishes to transfer to another County department may submit a written request for such transfer and have his/her name placed on a list to be kept by the personnel office of the department to which the employee is requesting a transfer.

These requests will be retained for a period of (1) one year. It is understood that these requests are for an available, vacant position in the same classification. Management will consider these requests for transfer when filling vacancies. However, this Article in no way is intended to limit management's authority to make appointments.

Employees who are transferred will be provided written notice no less than ten (10) business days prior to the effective date of transfer.

If a request is denied, the request will be returned to the Employee with a written reason for the denial within ten (10) business days.

ARTICLE 49 TRAINING/CAREER DEVELOPMENT

Management and the Union recognize the importance of training and career development for the employees within the Unit.

Section 1 Technological change

As new technology is introduced in the work environment and is required to be used by specific employees, Management will make reasonable efforts to train the affected employees in the new technology.

Section 2 Training Opportunities

An employee in the Unit may request to participate in educational programs, symposiums, seminars, conferences and meetings that would lead to an increase in skills, knowledge, and understanding of the employee's current job assignment. Employee training requests for County time to attend such programs shall be subject to Management approval; however, all employees shall have equal access to training opportunities

Section 3 In-Service Training

Management agrees to continue Departmental In-Service Training Programs which are in effect at implementation of this MOU until their terms have expired. Management also to encourage the establishment and availability of In-Service Training and Career development programs which will not be established to deprive qualified employees of higher earnings.

Section 4 Office Ergonomics

Within ninety (90) business days from the date the Board of Supervisors approves this agreement; the Chief Executive Office shall establish a fund in the amount of \$7,000.00 which shall be used to provide Office Ergonomics Training for employees in the Unit. The Training Program content shall be designed to include, but not limited to, improvements in visual and auditory skills, work area conditions, and productivity.

It is agreed that this Unit will participate with the Clerical Unit (111/112) Joint Labor Management Committee on Office Ergonomics with no more than four (4) Representatives designated by the Union.

ARTICLE 50 DIVERSITY AND EQUITY

The parties agree to establish an Diversity and Equity Committee within this Unit which will meet at least quarterly to identify areas of concern, if any, and to recommend solutions to defined problems to County Management.

This Committee shall be composed of four members of Management, one of whom shall be from the office of the Chief Executive Office and three employees from the Unit and one staff representative of the Union.

This Committee shall meet during working hours without loss of compensation.

ARTICLE 51 UNIFORMS

The parties agree to recommend to County's Board of Supervisors for adoption and implementation through amendment to applicable ordinance, the following uniform provisions to be applicable to designated employees in this Unit.

Section 1

An initial issue of the following uniform items shall be made on a one-time only basis to each newly hired person and to those employees whose assignment as an Inspector Aid, Weights and Measures (Item #3087), Inspector of Weights and Measures I (Item #3091) and Inspector of Weights and Measures II (Item #3093) requires the wearing of a uniform. Uniform personnel who are currently in possession of a uniform will receive replacement items on an as-needed basis.

Five (5) shirts/blouses

Five (5) trousers -or- four (4) trousers and one (1) pair of shorts

One (1) jacket (lined)

One (1) sweater

One (1) tie to be worn for special occasions.

Uniform trousers must be supplied by the contracted uniform company. Inspectors shall be permitted to purchase class A shirts from the vendor in lieu of class B by paying the difference between the County's price for a class B shirt and the vendor price for a class A shirt.

Section 2

An initial issue of the following uniform item shall be made on a one time only basis to each person employed as a Photographer I, II and Lab Technician who currently does not have a uniform:

Two (2) lab coats

Section 3

All uniform items will be replaced on an as-needed basis except where such replacement would be necessary as a result of improper or unauthorized use or care.

Section 4

All issued items shall be for authorized use only while on duty.

Section 5

All issued items shall be returned to their respective department upon transfer or termination.

Section 6

Management agrees to provide to all Welfare Fraud Investigators on a yearly basis one current Los Angeles County and/or surrounding County Thomas Guide during the term of this agreement, as appropriate.

ARTICLE 52 POSTING OF VACANCIES

The following is the official County recruitment bulletin board as referred to in Civil Service Rule 7.03:

Department of Human Resources
Employment Information Services Office
3333 Wilshire Boulevard
Los Angeles, CA 90010

Bulletins for both Open-Competitive and Inter-Departmental Promotional examinations are posted at this site.

COUNTY OF LOS ANGELES EMPLOYMENT INFORMATION

County Job hotline for open-competitive exams: (800) 970-5478 (List)

Departmental Hotlines

Children Family Services	(213) 351-5898 (Main)
Community Development Commission	(323) 890-7326
Coroner	(323)343-0710 (General)
Fire Department	(323) 881-2308(Hot Line)
Health Services	(323) 890- 7924
Mental Health	(213) 738-4703
Probation	(562) 940-2658
Public Works	(626) 458-EXAM (3926)
Sheriff Department	(800) 233-7889

For online job information, visit the County's Internet Web Site at:

<http://www.lacounty.info> or <http://hr.lacounty.gov/wps/portal/dhr>

This site may be accessed from any computer with Internet access, including terminals at public libraries.

Employees may obtain information on interdepartmental promotional opportunities and Transfer Opportunities by calling the DHR 24-hour hotline at (800)970- LIST (5478) or by visiting the intranet website at: <http://dhr.lacounty.info> or <http://easier.co.la.ca.us>.

ARTICLE 53 OVERTIMESection 1 Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.
- B. The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
- C. Payoff of Special Deferred CTO
On or after October 1, 2000, at the employee's option, Compensatory Time Off (CTO) accrued during the period from October 1, 1993 through and including June 30, 1994 and remaining on the books may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request

and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

- D. With Department Head (Appointing Authority) approval, an employee in the bargaining unit may elect to work up to fifty six (56) hours of FLSA overtime to be used as compensatory time off in lieu of pay. Compensatory time is accrued at the rate of one and one-half (1 ½) hours for each hour of overtime worked. No more than forty eight (48) of compensatory time may be accrued in a calendar year. All overtime hours worked in excess of fifty six hours and accrued as compensatory time in a calendar year shall be paid.

To use compensatory time, an employee must submit a written request to the immediate supervisor at least five (5) working days prior to the first date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval of departmental management. Accumulated compensatory time must be used by the end of the calendar year following the year in which it was earned or it shall be paid. Accrued compensatory time shall be paid prior to any promotions.

Management may direct an employee to use accumulated compensatory time provided the employee is given ten (10) business days' notice. Unless approved by

management, employees may not accrue compensatory overtime hours which are work during disaster periods or emergencies declared by the Board of Supervisors, local or federal government.

Section 2 Usage of Non-FLSA Earned Compensatory Time

- A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off. Requests for time off will be approved based on the needs of the service as determined by Management.

- B. With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3 Saving Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4 Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

Section 5

An employee who works a four (4) day 40 hour week schedule or a nine (9) day - 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

ARTICLE 54 SPECIAL PAY PRACTICESSection 1 Night Shift Differential

The parties agree to recommend jointly to the County's Board of Supervisors that employees in this Unit be paid for evening and night shift differential as follows:

- A. The evening shift is a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m. The night shift is a shift at least five-eighths of which falls between the hours of 9:00 p.m. and 8:00 a.m.
- B. Effective July 1, 1992, the evening shift differential shall be fifty cents (\$.50) per hour above the established rate for each classification.
- C. Effective July 1, 1992, the night shift differential shall be fifty-five (\$.55) cents per hour above the established rate for each classification.

Section 2 Call Back

Whenever an employee is unexpectedly ordered by his/her Department Head or designated Management representative to return to work following the termination of his/her normal work shift and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 3 Superior Subordinate Pay

The Chief Executive Officer will authorize compensation for a supervisor at a rate of \$1.00 per month more than the base rate of his/her highest paid subordinate, when the qualifying conditions are met as provided by Section 6.10.070 of the Los Angeles County Code.

Section 4 California State License Bonus

Effective January 1, 1998, any employee on a permanent, full-time position of Inspector of Weights and Measures I (Item No. 3091) or Inspector of Weights and Measures II (Item No. 3093) who possesses all licenses issued by the State of California for Weights and Measures regulatory work shall receive a four-level bonus in addition to the employee's regular rate of pay upon presentation of proof of possession of said licenses.

The date that proof of completion is presented to Management that the final license has been obtained shall be the eligible date for the award of the bonus. Payment of the bonus shall be effective the second payday following the calendar month in which the Certificate is issued. For persons employed on a permanent full-time position of Inspector of Weights and Measures I or II who have already received all California State licenses shall be eligible for the bonus on the date they present proof of completion of all Certificates to Management. Payment of the bonus shall be effective the second payday following the calendar month in which the proof of completion of all Certificates is presented.

Any employee on a permanent, full-time position of Inspector of Weights & Measures I or II who successfully takes and passes a California State license examination, upon presentation of proof that the exam has been passed, shall be reimbursed the cost of each successfully passed examination.

Any permanent, full-time Inspector of Weights & Measures (Item #3091 and #3093) whose work assignment requires a Commercial Truck Drivers License shall receive a bonus of 12 levels. The bonus payment shall end when the Inspector is reassigned and a Commercial Truck Drivers License is no longer required, or when the Inspector fails to qualify for the Commercial Truck Drivers License.

Except as otherwise provided in this section, a \$0.25-per-hour bonus not to exceed a maximum of \$50.00 per month total may be paid to any person assigned regularly scheduled periods of standby service at off-duty times, which assignments cause inconvenience and restrict normal activity during such off-duty periods.

Assignment to such standby service requires the prior annual authorization of the chief executive officer, and payment of the bonus for standby service requires the finding of the chief executive officer that said service meets the standards set forth in this section.

ARTICLE 55 SALARIES

Section 1 Recommended Salary Adjustment

The parties jointly agree to recommend to the County’s Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
0646	ACCOUNTANT I	CURRENT	N4M	74E	3705.73	4126.73
		12/13/2013	N4M	75B	3779.27	4208.45
		10/01/2014	N4M	75K	3853.45	4292.09
		02/01/2015	N4M	76G	3929.27	4377.91
0647	ACCOUNTANT II	CURRENT	NM	79D	3599.18	4714.18
		12/13/2013	NM	80A	3669.00	4808.00
		10/01/2014	NM	80J	3742.45	4904.00
		02/01/2015	NM	81F	3816.36	5001.82
0665	ACCOUNTING SYSTEMS TECHNICIAN	CURRENT	NM	83J	4056.27	5320.00
		12/13/2013	NM	84F	4136.91	5425.82
		10/01/2014	NM	85C	4218.91	5533.45
		02/01/2015	NM	85L	4302.55	5643.27
0642	ACCOUNTING TECHNICIAN I	CURRENT	NM	68G	2701.82	3529.82
		12/13/2013	NM	69D	2754.91	3599.18
		10/01/2014	NM	70A	2808.00	3669.00
		02/01/2015	NM	70J	2864.00	3742.45
0886	ADMINISTRATIVE AID	CURRENT	N4M	65J	2941.00	3273.27
		12/13/2013	N4M	66F	2998.82	3337.91
		10/01/2014	N4M	67C	3057.91	3403.55
		02/01/2015	N4M	67L	3117.55	3469.73
0887	ADMINISTRATIVE ASSISTANT I	CURRENT	N2M	72F	3163.64	3919.73
		12/13/2013	N2M	73C	3225.82	3996.82
		10/01/2014	N2M	73L	3289.09	4076.09
		02/01/2015	N2M	74H	3354.27	4157.27
0888	ADMINISTRATIVE ASSISTANT II	CURRENT	NM	81K	3853.45	5051.27
		12/13/2013	NM	82G	3929.27	5152.36
		10/01/2014	NM	83D	4006.73	5255.00
		02/01/2015	NM	84A	4086.00	5359.00
0889	ADMINISTRATIVE ASSISTANT III	CURRENT	NM	85K	4292.09	5629.55
		12/13/2013	NM	86G	4377.91	5742.09
		10/01/2014	NM	87D	4465.27	5856.64
		02/01/2015	NM	88A	4554.00	5973.00

0891 ADMINISTRATIVE ASSISTANT IV, ASSESS	CURRENT	NM	89F	4737.64	6213.82
	12/13/2013	NM	90C	4832.00	6337.45
	10/01/2014	NM	90L	4928.00	6463.27
	02/01/2015	NM	91H	5026.55	6592.27
5723 ANIMAL SANITATION INSPECTOR	CURRENT	NM	78H	3538.45	4633.55
	12/13/2013	NM	79E	3607.91	4725.91
	10/01/2014	NM	80B	3678.18	4820.00
	02/01/2015	NM	80K	3751.64	4916.00
2520 APPLICATION DEVELOPER I	CURRENT	N2M	90C	5101.45	6337.45
	12/13/2013	N2M	90L	5203.27	6463.27
	10/01/2014	N2M	91H	5307.00	6592.27
	02/01/2015	N2M	92E	5412.45	6723.55
2521 APPLICATION DEVELOPER II	CURRENT	N2M	92C	5385.73	6690.27
	12/13/2013	N2M	92L	5492.64	6823.36
	10/01/2014	N2M	93H	5602.09	6959.64
	02/01/2015	N2M	94E	5713.73	7098.18
2519 ASSISTANT APPLICATION DEVELOPER	CURRENT	N2M	82L	4187.82	5203.27
	12/13/2013	N2M	83H	4271.18	5307.00
	10/01/2014	N2M	84E	4356.27	5412.45
	02/01/2015	N2M	85B	4443.09	5519.73
4611 ASST HEALTH PROGRAM COORDINATOR	CURRENT	NM	72L	3035.64	3967.45
	12/13/2013	NM	73H	3095.18	4046.36
	10/01/2014	NM	74E	3155.91	4126.73
	02/01/2015	NM	75B	3217.91	4208.45
2589 ASST INFORMATION SYSTEMS ANALYST	CURRENT	NM	86F	4367.09	5727.91
	12/13/2013	NM	87C	4454.18	5842.09
	10/01/2014	NM	87L	4542.91	5958.45
	02/01/2015	NM	88H	4633.55	6077.36
8471 ASSISTANT REGISTRAR, MUSEUM OF ART	CURRENT	NM	69F	2768.18	3616.64
	12/13/2013	NM	70C	2822.00	3687.36
	10/01/2014	NM	70L	2878.00	3760.82
	02/01/2015	NM	71H	2934.00	3834.91
8132 ASSISTANT TOY LOAN COORDINATOR	CURRENT	NM	64H	2433.00	3179.09
	12/13/2013	NM	65E	2481.00	3241.64
	10/01/2014	NM	66B	2529.27	3305.18
	02/01/2015	NM	66K	2579.45	3370.64
8456 ASSOCIATE CURATOR	CURRENT	NM	79K	3651.55	4784.55
	12/13/2013	NM	80G	3724.09	4880.00
	10/01/2014	NM	81D	3797.82	4977.09
	02/01/2015	NM	82A	3872.00	5076.00
1551 AUTO FINGERPRINT IDENT SYS TECH I	CURRENT	NM	77G	3436.64	4498.55
	12/13/2013	NM	78D	3503.91	4588.09
	10/01/2014	NM	79A	3573.00	4679.00
	02/01/2015	NM	79J	3642.82	4772.82

1552 AUTO FINGERPRINT IDENT SYS TECH II	CURRENT	NM	79G	3625.36	4749.36
	12/13/2013	NM	80D	3696.55	4844.00
	10/01/2014	NM	81A	3770.00	4940.00
	02/01/2015	NM	81J	3844.18	5038.91
0312 BIOLOGIST	CURRENT	NM	81K	3853.45	5051.27
	12/13/2013	NM	82G	3929.27	5152.36
	10/01/2014	NM	83D	4006.73	5255.00
	02/01/2015	NM	84A	4086.00	5359.00
0293 BOTANICAL INFORMATION CONSULTANT	CURRENT	NM	73F	3080.27	4026.55
	12/13/2013	NM	74C	3140.45	4106.36
	10/01/2014	NM	74L	3202.27	4187.82
	02/01/2015	NM	75H	3265.36	4271.18
1613 CHILD SUPPORT OFFICER I	CURRENT	NM	67F	2623.82	3428.36
	12/13/2013	NM	68C	2675.27	3495.27
	10/01/2014	NM	68L	2728.36	3564.36
	02/01/2015	NM	69H	2781.45	3634.09
1614 CHILD SUPPORT OFFICER II	CURRENT	NM	75D	3233.73	4229.36
	12/13/2013	NM	76A	3297.00	4313.00
	10/01/2014	NM	76J	3362.45	4399.55
	02/01/2015	NM	77F	3428.36	4487.45
1615 CHILD SUPPORT OFFICER III	CURRENT	NM	77D	3411.82	4465.27
	12/13/2013	NM	78A	3478.00	4554.00
	10/01/2014	NM	78J	3547.09	4644.91
	02/01/2015	NM	79F	3616.64	4737.64
1572 CLAIMS INVESTIGATOR I, AUDITOR-CONT	CURRENT	NM	75G	3257.45	4260.73
	12/13/2013	NM	76D	3321.55	4345.45
	10/01/2014	NM	77A	3387.00	4432.00
	02/01/2015	NM	77J	3453.18	4520.73
1573 CLAIMS INVESTIGATOR II, AUDITOR-CONT	CURRENT	NM	78D	3503.91	4588.09
	12/13/2013	NM	79A	3573.00	4679.00
	10/01/2014	NM	79J	3642.82	4772.82
	02/01/2015	NM	80F	3714.91	4868.00
8203 COMMUNITY CENTER SPECIALIST I	CURRENT	NM	71C	2899.00	3788.55
	12/13/2013	NM	71L	2955.00	3862.73
	10/01/2014	NM	72H	3013.55	3938.82
	02/01/2015	NM	73E	3072.82	4016.64
8204 COMMUNITY CENTER SPECIALIST II	CURRENT	NM	81D	3797.82	4977.09
	12/13/2013	NM	82A	3872.00	5076.00
	10/01/2014	NM	82J	3948.36	5177.82
	02/01/2015	NM	83F	4026.55	5281.00
8189 COMMUNITY SERVICES ANALYST I	CURRENT	NM	82F	3919.73	5139.64
	12/13/2013	NM	83C	3996.82	5242.00
	10/01/2014	NM	83L	4076.09	5346.00
	02/01/2015	NM	84H	4157.27	5452.55

8190 COMMUNITY SERVICES ANALYST II	CURRENT	NM	86F	4367.09	5727.91
	12/13/2013	NM	87C	4454.18	5842.09
	10/01/2014	NM	87L	4542.91	5958.45
	02/01/2015	NM	88H	4633.55	6077.36
8188 COMMUNITY SERVICES ANALYST AID	CURRENT	N2M	72E	3155.91	3910.18
	12/13/2013	N2M	73B	3217.91	3986.91
	10/01/2014	N2M	73K	3281.18	4066.18
	02/01/2015	N2M	74G	3346.09	4147.09
2704 COMMUNITY SERVICES ASST, SHERIFF	CURRENT	NM	59C	2094.55	2748.27
	12/13/2013	NM	59L	2136.73	2801.36
	10/01/2014	NM	60H	2180.18	2857.00
	02/01/2015	NM	61E	2224.18	2913.00
8109 COMMUNITY SERVICES COORDINATOR I	CURRENT	NM	80L	3760.82	4928.00
	12/13/2013	NM	81H	3834.91	5026.55
	10/01/2014	NM	82E	3910.18	5126.91
	02/01/2015	NM	83B	3986.91	5229.00
8110 COMMUNITY SERVICES COORDINATOR II	CURRENT	NM	82K	3957.91	5190.55
	12/13/2013	NM	83G	4036.45	5294.00
	10/01/2014	NM	84D	4116.55	5399.09
	02/01/2015	NM	85A	4198.00	5506.00
8108 COMMUNITY SERVICES COUNSELOR	CURRENT	NM	71C	2899.00	3788.55
	12/13/2013	NM	71L	2955.00	3862.73
	10/01/2014	NM	72H	3013.55	3938.82
	02/01/2015	NM	73E	3072.82	4016.64
2489 COMPUTER EQUIPMENT OPERATOR	CURRENT	NM	65B	2463.00	3217.91
	12/13/2013	NM	65K	2511.00	3281.18
	10/01/2014	NM	66G	2560.64	3346.09
	02/01/2015	NM	67D	2611.09	3411.82
2492 COMPUTER OPERATOR SPECIALIST	CURRENT	NM	74J	3186.82	4167.45
	12/13/2013	NM	75F	3249.55	4250.27
	10/01/2014	NM	76C	3313.36	4334.64
	02/01/2015	NM	76L	3378.82	4421.18
2490 COMPUTER SYSTEM OPERATOR	CURRENT	NM	70J	2864.00	3742.45
	12/13/2013	NM	71F	2920.00	3816.36
	10/01/2014	NM	72C	2976.73	3891.09
	02/01/2015	NM	72L	3035.64	3967.45
2503 COMPUTER SYSTEMS SCHEDULER II	CURRENT	NM	73G	3087.73	4036.45
	12/13/2013	NM	74D	3148.18	4116.55
	10/01/2014	NM	75A	3210.00	4198.00
	02/01/2015	NM	75J	3273.27	4281.64
1662 CONSUMER AFFAIRS REPRESENTATIVE I	CURRENT	NM	69F	2768.18	3616.64
	12/13/2013	NM	74D	3148.18	4116.55
	10/01/2014	NM	75A	3210.00	4198.00
	02/01/2015	NM	75J	3273.27	4281.64

1663	CONSUMER AFFAIRS REPRESENTATIVE II	CURRENT	NM	73F	3080.27	4026.55
		12/13/2013	NM	78D	3503.91	4588.09
		10/01/2014	NM	79A	3573.00	4679.00
		02/01/2015	NM	79J	3642.82	4772.82
1664	CONSUMER AFFAIRS REPRESENTATIVE III	CURRENT	NM	80F	3714.91	4868.00
		12/13/2013	NM	85D	4229.36	5547.18
		10/01/2014	NM	86A	4313.00	5657.00
		02/01/2015	NM	86J	4399.55	5770.45
4227	CONTRACT MONITOR	CURRENT	NM	72C	2976.73	3891.09
		12/13/2013	NM	72L	3035.64	3967.45
		10/01/2014	NM	73H	3095.18	4046.36
		02/01/2015	NM	74E	3155.91	4126.73
6002	CONTRACT MONITOR, PARKING SERVS, ISD	CURRENT	NM	70G	2850.00	3724.09
		12/13/2013	NM	71D	2906.00	3797.82
		10/01/2014	NM	72A	2962.00	3872.00
		02/01/2015	NM	72J	3020.91	3948.36
1530	COURT SPECIALIST I, TTC	CURRENT	NM	75A	3210.00	4198.00
		12/13/2013	NM	75J	3273.27	4281.64
		10/01/2014	NM	76F	3337.91	4367.09
		02/01/2015	NM	77C	3403.55	4454.18
1531	COURT SPECIALIST II, TTC	CURRENT	NM	79A	3573.00	4679.00
		12/13/2013	NM	79J	3642.82	4772.82
		10/01/2014	NM	80F	3714.91	4868.00
		02/01/2015	NM	81C	3788.55	4964.73
0927	CREDENTIALING SPECIALIST	CURRENT	NM	81K	3853.45	5051.27
		12/13/2013	NM	82G	3929.27	5152.36
		10/01/2014	NM	83D	4006.73	5255.00
		02/01/2015	NM	84A	4086.00	5359.00
1539	DELINQUENT ACCOUNT INVESTIGATOR	CURRENT	NM	71E	2913.00	3807.09
		12/13/2013	NM	72B	2969.36	3881.55
		10/01/2014	NM	72K	3028.27	3957.91
		02/01/2015	NM	73G	3087.73	4036.45
1842	DEPARTMENTAL PERSONNEL ASSISTANT	CURRENT	NM	69J	2788.09	3642.82
		12/13/2013	NM	70F	2843.00	3714.91
		10/01/2014	NM	71C	2899.00	3788.55
		02/01/2015	NM	71L	2955.00	3862.73
8994	DEPENDENCY INVESTIGATION ASSISTANT	CURRENT	NM	66F	2554.36	3337.91
		12/13/2013	NM	67C	2604.73	3403.55
		10/01/2014	NM	67L	2655.64	3469.73
		02/01/2015	NM	68H	2708.45	3538.45
1480	DEPUTY PUBLIC CONSERVATOR/ADMR I	CURRENT	NM	78C	3495.27	4576.73
		12/13/2013	NM	78L	3564.36	4667.64
		10/01/2014	NM	79H	3634.09	4761.09
		02/01/2015	NM	80E	3705.73	4856.00

1481 DEPUTY PUBLIC CONSERVATOR/ADMR II	CURRENT	NM	80L	3760.82	4928.00
	12/13/2013	NM	81H	3834.91	5026.55
	10/01/2014	NM	82E	3910.18	5126.91
	02/01/2015	NM	83B	3986.91	5229.00
2445 DISPATCHER I	CURRENT	NM	64A	2391.00	3125.00
	12/13/2013	NM	64J	2439.00	3186.82
	10/01/2014	NM	65F	2487.00	3249.55
	02/01/2015	NM	66C	2535.55	3313.36
2447 DISPATCHER II	CURRENT	NM	68A	2662.00	3478.00
	12/13/2013	NM	68J	2715.09	3547.09
	10/01/2014	NM	69F	2768.18	3616.64
	02/01/2015	NM	70C	2822.00	3687.36
2449 DISTRICT ATTORNEY'S DISPATCHER	CURRENT	NM	70G	2850.00	3724.09
	12/13/2013	NM	71D	2906.00	3797.82
	10/01/2014	NM	72A	2962.00	3872.00
	02/01/2015	NM	72J	3020.91	3948.36
1535 FINANCIAL EVALUATOR	CURRENT	NM	70G	2850.00	3724.09
	12/13/2013	NM	71D	2906.00	3797.82
	10/01/2014	NM	72A	2962.00	3872.00
	02/01/2015	NM	72J	3020.91	3948.36
1534 FINANCIAL EVALUATOR ASSISTANT	CURRENT	NM	64G	2427.00	3171.36
	12/13/2013	NM	65D	2475.00	3233.73
	10/01/2014	NM	66A	2523.00	3297.00
	02/01/2015	NM	66J	2573.18	3362.45
7959 GRAPHIC ARTIST	CURRENT	NM	77G	3436.64	4498.55
	12/13/2013	NM	78D	3503.91	4588.09
	10/01/2014	NM	79A	3573.00	4679.00
	02/01/2015	NM	79J	3642.82	4772.82
7957 GRAPHIC ARTS AID	CURRENT	NM	69G	2774.82	3625.36
	12/13/2013	NM	70D	2829.00	3696.55
	10/01/2014	NM	71A	2885.00	3770.00
	02/01/2015	NM	71J	2941.00	3844.18
7962 GRAPHIC ARTS SPECIALIST	CURRENT	NM	79G	3625.36	4749.36
	12/13/2013	NM	80D	3696.55	4844.00
	10/01/2014	NM	81A	3770.00	4940.00
	02/01/2015	NM	81J	3844.18	5038.91
8245 GUEST INSTRUCTOR	CURRENT		FS		114.65
	12/13/2013		FS		116.94
	10/01/2014		FS		119.28
	02/01/2015		FS		121.67
1416 HEALTH INFORMATION ASSOCIATE	CURRENT	NM	78L	3564.36	4667.64
	12/13/2013	NM	79H	3634.09	4761.09
	10/01/2014	NM	80E	3705.73	4856.00
	02/01/2015	NM	81B	3779.27	4952.36

1419 HEALTH INFO MGMT TUMOR REGISTRAR	CURRENT	NM	81L	3862.73	5063.64
	12/13/2013	NM	82H	3938.82	5165.09
	10/01/2014	NM	83E	4016.64	5268.00
	02/01/2015	NM	84B	4096.18	5372.36
1418 HEALTH INFO SENIOR TECHNICIAN	CURRENT	NM	82L	3967.45	5203.27
	12/13/2013	NM	83H	4046.36	5307.00
	10/01/2014	NM	84E	4126.73	5412.45
	02/01/2015	NM	85B	4208.45	5519.73
1417 HEALTH INFORMATION TECHNICIAN	CURRENT	NM	80L	3760.82	4928.00
	12/13/2013	NM	81H	3834.91	5026.55
	10/01/2014	NM	82E	3910.18	5126.91
	02/01/2015	NM	83B	3986.91	5229.00
1415 HEALTH INFO TECHNICIAN TRAINEE	CURRENT	NM	76L	3378.82	4421.18
	12/13/2013	NM	77H	3444.91	4509.64
	10/01/2014	NM	78E	3512.55	4599.45
	02/01/2015	NM	79B	3581.73	4690.73
1153 HEALTHCARE INTERPRETER	CURRENT	N5M	69E	3420.09	3607.91
	12/13/2013	N5M	70B	3486.64	3678.18
	10/01/2014	N5M	70K	3555.73	3751.64
	02/01/2015	N5M	71G	3625.36	3825.64
8122 HUMAN RELATIONS CONSULTANT	CURRENT	NM	84C	4106.36	5385.73
	12/13/2013	NM	84L	4187.82	5492.64
	10/01/2014	NM	85H	4271.18	5602.09
	02/01/2015	NM	86E	4356.27	5713.73
8121 HUMAN RELATIONS CONSULTANT AID	CURRENT	N2M	70J	3020.91	3742.45
	12/13/2013	N2M	71F	3080.27	3816.36
	10/01/2014	N2M	72C	3140.45	3891.09
	02/01/2015	N2M	72L	3202.27	3967.45
2588 INFORMATION SYSTEMS ANALYST AID	CURRENT	NM	82L	3967.45	5203.27
	12/13/2013	NM	83H	4046.36	5307.00
	10/01/2014	NM	84E	4126.73	5412.45
	02/01/2015	NM	85B	4208.45	5519.73
2590 INFORMATION SYSTEMS ANALYST I	CURRENT	NM	89F	4737.64	6213.82
	12/13/2013	NM	90C	4832.00	6337.45
	10/01/2014	NM	90L	4928.00	6463.27
	02/01/2015	NM	91H	5026.55	6592.27
2591 INFORMATION SYSTEMS ANALYST II	CURRENT	NM	92B	5088.73	6673.64
	12/13/2013	NM	92K	5190.55	6806.73
	10/01/2014	NM	93G	5294.00	6942.55
	02/01/2015	NM	94D	5399.09	7080.64
2584 INFORMATION TECHNOLOGY AIDE	CURRENT	NM	71F	2920.00	3816.36
	12/13/2013	NM	72C	2976.73	3891.09
	10/01/2014	NM	72L	3035.64	3967.45
	02/01/2015	NM	73H	3095.18	4046.36

2545 IT TECHNICAL SUPPORT ANALYST I	CURRENT	NM	83F	4026.55	5281.00
	12/13/2013	NM	84C	4106.36	5385.73
	10/01/2014	NM	84L	4187.82	5492.64
	02/01/2015	NM	85H	4271.18	5602.09
2546 IT TECHNICAL SUPPORT ANALYST II	CURRENT	NM	87F	4487.45	5885.73
	12/13/2013	NM	88C	4576.73	6002.82
	10/01/2014	NM	88L	4667.64	6122.09
	02/01/2015	NM	89H	4761.09	6244.55
3093 INSPECTOR OF WEIGHTS & MEASURES II	CURRENT	NM	77D	3411.82	4465.27
	12/13/2013	NM	78A	3478.00	4554.00
	10/01/2014	NM	78J	3547.09	4644.91
	02/01/2015	NM	79F	3616.64	4737.64
1154 INTERPRETER	CURRENT	N5M	67E	3241.64	3420.09
	12/13/2013	N5M	68B	3305.18	3486.64
	10/01/2014	N5M	68K	3370.64	3555.73
	02/01/2015	N5M	69G	3436.64	3625.36
8737 LOCKER ROOM ATTENDANT	CURRENT	N1	FH		8.47
	12/13/2013	N1	FH		8.64
	10/01/2014	N1	FH		8.81
	02/01/2015	N1	FH		8.99
7081 MEDICAL PHOTOGRAPHER	CURRENT	N2M	79E	3807.09	4725.91
	12/13/2013	N2M	80B	3881.55	4820.00
	10/01/2014	N2M	80K	3957.91	4916.00
	02/01/2015	N2M	81G	4036.45	5014.18
1400 MEDICAL RECORD TECHNICIAN I	CURRENT	NM	66G	2560.64	3346.09
	12/13/2013	NM	67D	2611.09	3411.82
	10/01/2014	NM	68A	2662.00	3478.00
	02/01/2015	NM	68J	2715.09	3547.09
1401 MEDICAL RECORD TECHNICIAN II	CURRENT	NM	70G	2850.00	3724.09
	12/13/2013	NM	71D	2906.00	3797.82
	10/01/2014	NM	72A	2962.00	3872.00
	02/01/2015	NM	72J	3020.91	3948.36
1399 MEDICAL RECORDS CODER	CURRENT	NM	69B	2741.64	3581.73
	12/13/2013	NM	69K	2794.73	3651.55
	10/01/2014	NM	70G	2850.00	3724.09
	02/01/2015	NM	71D	2906.00	3797.82
8402 MUSEUM ASSISTANT	CURRENT	NM	59J	2126.18	2788.09
	12/13/2013	NM	60F	2169.27	2843.00
	10/01/2014	NM	61C	2213.09	2899.00
	02/01/2015	NM	61L	2257.45	2955.00
8452 MUSEUM TAXIDERMIST	CURRENT	NM	74J	3186.82	4167.45
	12/13/2013	NM	75F	3249.55	4250.27
	10/01/2014	NM	76C	3313.36	4334.64
	02/01/2015	NM	76L	3378.82	4421.18

2558 NETWORK SYSTEMS ADMINISTRATOR I	CURRENT	NM	89F	4737.64	6213.82
	12/13/2013	NM	90C	4832.00	6337.45
	10/01/2014	NM	90L	4928.00	6463.27
	02/01/2015	NM	91H	5026.55	6592.27
2559 NETWORK SYSTEMS ADMINISTRATOR II	CURRENT	NM	93F	5281.00	6925.45
	12/13/2013	NM	94C	5385.73	7063.09
	10/01/2014	NM	94L	5492.64	7203.45
	02/01/2015	NM	95H	5602.09	7347.64
2550 OPERATING SYSTEMS ANALYST	CURRENT	NM	95B	5519.73	7239.09
	12/13/2013	NM	95K	5629.55	7383.82
	10/01/2014	NM	96G	5742.09	7531.27
	02/01/2015	NM	97D	5856.64	7681.27
1228 OPERATIONS ASSISTANT I, SHERIFF	CURRENT	NM	73C	3057.91	3996.82
	12/13/2013	NM	73L	3117.55	4076.09
	10/01/2014	NM	74H	3179.09	4157.27
	02/01/2015	NM	75E	3241.64	4239.82
1229 OPERATIONS ASSISTANT II, SHERIFF	CURRENT	NM	81C	3788.55	4964.73
	12/13/2013	NM	81L	3862.73	5063.64
	10/01/2014	NM	82H	3938.82	5165.09
	02/01/2015	NM	83E	4016.64	5268.00
1230 OPERATIONS ASSISTANT III, SHERIFF	CURRENT	NM	86C	4334.64	5685.36
	12/13/2013	NM	86L	4421.18	5798.82
	10/01/2014	NM	87H	4509.64	5914.82
	02/01/2015	NM	88E	4599.45	6032.64
7076 PHOTOGRAPHER I	CURRENT	N3M	74G	3529.82	4147.09
	12/13/2013	N3M	75D	3599.18	4229.36
	10/01/2014	N3M	76A	3669.00	4313.00
	02/01/2015	N3M	76J	3742.45	4399.55
7077 PHOTOGRAPHER II	CURRENT	N2M	78F	3714.91	4610.82
	12/13/2013	N2M	79C	3788.55	4702.45
	10/01/2014	N2M	79L	3862.73	4796.27
	02/01/2015	N2M	80H	3938.82	4892.00
7078 PHOTOGRAPHER, FORESTER & FIRE WARDEN	CURRENT	NM	80F	3714.91	4868.00
	12/13/2013	NM	81C	3788.55	4964.73
	10/01/2014	NM	81L	3862.73	5063.64
	02/01/2015	NM	82H	3938.82	5165.09
2964 POOL LIFEGUARD	CURRENT	N5M	57L	2517.00	2655.64
	12/13/2013	N5M	58H	2566.91	2708.45
	10/01/2014	N5M	59E	2617.45	2761.55
	02/01/2015	N5M	60B	2668.64	2815.00
2966 POOL MANAGER	CURRENT	N3M	68C	2976.73	3495.27
	12/13/2013	N3M	68L	3035.64	3564.36
	10/01/2014	N3M	69H	3095.18	3634.09
	02/01/2015	N3M	70E	3155.91	3705.73

8638 PROGRAM ANALYST, PROBATION	CURRENT	NM	90C	4832.00	6337.45
	12/13/2013	NM	90L	4928.00	6463.27
	10/01/2014	NM	91H	5026.55	6592.27
	02/01/2015	NM	92E	5126.91	6723.55
7980 PROGRAM ASSISTANT, PSS	CURRENT	NM	81B	3779.27	4952.36
	12/13/2013	NM	81K	3853.45	5051.27
	10/01/2014	NM	82G	3929.27	5152.36
	02/01/2015	NM	83D	4006.73	5255.00
2260 PURCHASING & CONTRACTS ANALYST I	CURRENT	NM	84D	4116.55	5399.09
	12/13/2013	NM	85A	4198.00	5506.00
	10/01/2014	NM	85J	4281.64	5615.82
	02/01/2015	NM	86F	4367.09	5727.91
2261 PURCHASING & CONTRACTS ANALYST II	CURRENT	NM	90D	4844.00	6353.18
	12/13/2013	NM	91A	4940.00	6479.00
	10/01/2014	NM	91J	5038.91	6608.45
	02/01/2015	NM	92F	5139.64	6740.18
8796 RECREATION SERVICES LEADER	CURRENT	NM	55C	1876.45	2469.00
	12/13/2013	NM	55L	1914.27	2517.00
	10/01/2014	NM	56H	1953.36	2566.91
	02/01/2015	NM	57E	1992.64	2617.45
8798 RECREATION SERVICES SUPERVISOR	CURRENT	NM	75F	3249.55	4250.27
	12/13/2013	NM	76C	3313.36	4334.64
	10/01/2014	NM	76L	3378.82	4421.18
	02/01/2015	NM	77H	3444.91	4509.64
2986 REGISTERED VETERINARY TECHNICIAN	CURRENT	NM	77H	3444.91	4509.64
	12/13/2013	NM	78E	3512.55	4599.45
	10/01/2014	NM	79B	3581.73	4690.73
	02/01/2015	NM	79K	3651.55	4784.55
2525 SENIOR APPLICATION DEVELOPER	CURRENT	NM	97B	5827.55	7643.09
	12/13/2013	NM	97K	5943.91	7795.82
	10/01/2014	NM	98G	6062.45	7951.27
	02/01/2015	NM	99D	6183.09	8109.27
1483 SENIOR DEPUTY PUBLIC CONS/ADMR	CURRENT	NM	82L	3967.45	5203.27
	12/13/2013	NM	83H	4046.36	5307.00
	10/01/2014	NM	84E	4126.73	5412.45
	02/01/2015	NM	85B	4208.45	5519.73
2268 SENIOR DEPUTY PURCHASING AGENT	CURRENT	NM	86C	4334.64	5685.36
	12/13/2013	NM	86L	4421.18	5798.82
	10/01/2014	NM	87H	4509.64	5914.82
	02/01/2015	NM	88E	4599.45	6032.64
1536 SENIOR FINANCIAL EVALUATOR	CURRENT	NM	73G	3087.73	4036.45
	12/13/2013	NM	74D	3148.18	4116.55
	10/01/2014	NM	75A	3210.00	4198.00
	02/01/2015	NM	75J	3273.27	4281.64

2585 SENIOR INFORMATION TECHNOLOGY AIDE	CURRENT	NM	77F	3428.36	4487.45
	12/13/2013	NM	78C	3495.27	4576.73
	10/01/2014	NM	78L	3564.36	4667.64
	02/01/2015	NM	79H	3634.09	4761.09
2547 SENIOR IT TECHNICAL SUPPORT ANALYST	CURRENT	NM	91F	5001.82	6559.91
	12/13/2013	NM	92C	5101.45	6690.27
	10/01/2014	NM	92L	5203.27	6823.36
	02/01/2015	NM	93H	5307.00	6959.64
8403 SENIOR MUSEUM ASSISTANT	CURRENT	NM	64J	2439.00	3186.82
	12/13/2013	NM	65F	2487.00	3249.55
	10/01/2014	NM	66C	2535.55	3313.36
	02/01/2015	NM	66L	2585.73	3378.82
2560 SR NETWORK SYSTEMS ADMINISTRATOR	CURRENT	NM	97F	5885.73	7719.45
	12/13/2013	NM	98C	6002.82	7873.09
	10/01/2014	NM	98L	6122.09	8029.45
	02/01/2015	NM	99H	6244.55	8189.64
2551 SENIOR OPERATING SYSTEMS ANALYST	CURRENT	NM	100C	6337.45	8311.27
	12/13/2013	NM	100L	6463.27	8476.36
	10/01/2014	NM	101H	6592.27	8645.91
	02/01/2015	NM	102E	6723.55	8818.27
2965 SENIOR POOL LIFEGUARD	CURRENT	N5M	61J	2788.09	2941.00
	12/13/2013	N5M	62F	2843.00	2998.82
	10/01/2014	N5M	63C	2899.00	3057.91
	02/01/2015	N5M	63L	2955.00	3117.55
1752 SENIOR STATISTICAL ANALYST, SHERIFF	CURRENT	NM	80J	3742.45	4904.00
	12/13/2013	NM	81F	3816.36	5001.82
	10/01/2014	NM	82C	3891.09	5101.45
	02/01/2015	NM	82L	3967.45	5203.27
1160 SIGN LANGUAGE SPECIALIST	CURRENT	NM	80K	3751.64	4916.00
	12/13/2013	NM	81G	3825.64	5014.18
	10/01/2014	NM	82D	3900.64	5114.18
	02/01/2015	NM	83A	3977.00	5216.00
0907 STAFF ASSISTANT I	CURRENT	NM	73E	3072.82	4016.64
	12/13/2013	NM	74B	3132.73	4096.18
	10/01/2014	NM	74K	3194.55	4177.64
	02/01/2015	NM	75G	3257.45	4260.73
0913 STAFF ASSISTANT II	CURRENT	NM	80E	3705.73	4856.00
	12/13/2013	NM	81B	3779.27	4952.36
	10/01/2014	NM	81K	3853.45	5051.27
	02/01/2015	NM	82G	3929.27	5152.36
0915 STAFF ASSISTANT III	CURRENT	NM	85B	4208.45	5519.73
	12/13/2013	NM	85K	4292.09	5629.55
	10/01/2014	NM	86G	4377.91	5742.09
	02/01/2015	NM	87D	4465.27	5856.64

0911 STAFF ASSISTANT I, LIBRARY	CURRENT	NM	73E	3072.82	4016.64
	12/13/2013	NM	74B	3132.73	4096.18
	10/01/2014	NM	74K	3194.55	4177.64
	02/01/2015	NM	75G	3257.45	4260.73
0912 STAFF ASSISTANT II, LIBRARY	CURRENT	NM	76E	3329.73	4356.27
	12/13/2013	NM	77B	3395.27	4443.09
	10/01/2014	NM	77K	3461.45	4531.82
	02/01/2015	NM	78G	3529.82	4622.18
0922 STAFF ASSISTANT, NURSING	CURRENT	NM	80B	3678.18	4820.00
	12/13/2013	NM	80K	3751.64	4916.00
	10/01/2014	NM	81G	3825.64	5014.18
	02/01/2015	NM	82D	3900.64	5114.18
1749 STATISTICAL ANALYST, HEALTH SERVICES	CURRENT	NM	75J	3273.27	4281.64
	12/13/2013	NM	76F	3337.91	4367.09
	10/01/2014	NM	77C	3403.55	4454.18
	02/01/2015	NM	77L	3469.73	4542.91
1750 STATISTICAL ANALYST, SHERIFF	CURRENT	NM	77J	3453.18	4520.73
	12/13/2013	NM	78F	3521.18	4610.82
	10/01/2014	NM	79C	3590.45	4702.45
	02/01/2015	NM	79L	3660.27	4796.27
1746 STATISTICAL ANALYST AID	CURRENT	N2M	71J	3102.64	3844.18
	12/13/2013	N2M	72F	3163.64	3919.73
	10/01/2014	N2M	73C	3225.82	3996.82
	02/01/2015	N2M	73L	3289.09	4076.09
0880 SYSTEMS & WORK MEASMT ANALYST II	CURRENT	NM	90K	4916.00	6447.55
	12/13/2013	NM	91G	5014.18	6576.09
	10/01/2014	NM	92D	5114.18	6706.91
	02/01/2015	NM	93A	5216.00	6840.00
1542 TAX & LICENSE FIELD INSPECTOR	CURRENT	NM	78F	3521.18	4610.82
	12/13/2013	NM	79C	3590.45	4702.45
	10/01/2014	NM	79L	3660.27	4796.27
	02/01/2015	NM	80H	3733.27	4892.00
8133 TOY LOAN COORDINATOR	CURRENT	NM	72F	2998.82	3919.73
	12/13/2013	NM	73C	3057.91	3996.82
	10/01/2014	NM	73L	3117.55	4076.09
	02/01/2015	NM	74H	3179.09	4157.27
8136 VETERANS CLAIMS ASSISTANT I	CURRENT	NM	66K	2579.45	3370.64
	12/13/2013	NM	67G	2630.18	3436.64
	10/01/2014	NM	68D	2681.91	3503.91
	02/01/2015	NM	69A	2735.00	3573.00
8137 VETERANS CLAIMS ASSISTANT II	CURRENT	NM	72K	3028.27	3957.91
	12/13/2013	NM	73G	3087.73	4036.45
	10/01/2014	NM	74D	3148.18	4116.55
	02/01/2015	NM	75A	3210.00	4198.00

8142 VETERANS CLAIMS ASSISTANT III	CURRENT	NM	74B	3132.73	4096.18
	12/13/2013	NM	74K	3194.55	4177.64
	10/01/2014	NM	75G	3257.45	4260.73
	02/01/2015	NM	76D	3321.55	4345.45
1565 VICTIM SERVICES REPRESENTATIVE I	CURRENT	NM	65C	2469.00	3225.82
	12/13/2013	NM	65L	2517.00	3289.09
	10/01/2014	NM	66H	2566.91	3354.27
	02/01/2015	NM	67E	2617.45	3420.09
1566 VICTIM SERVICES REPRESENTATIVE II	CURRENT	NM	72C	2976.73	3891.09
	12/13/2013	NM	72L	3035.64	3967.45
	10/01/2014	NM	73H	3095.18	4046.36
	02/01/2015	NM	74E	3155.91	4126.73
7133 VIDEO PRODUCTION ASSISTANT	CURRENT	NM	66L	2585.73	3378.82
	12/13/2013	NM	67H	2636.55	3444.91
	10/01/2014	NM	68E	2688.55	3512.55
	02/01/2015	NM	69B	2741.64	3581.73
7136 VIDEO PRODUCTION EQUIPMENT OPERATOR	CURRENT	N3M	75D	3599.18	4229.36
	12/13/2013	N3M	76A	3669.00	4313.00
	10/01/2014	N3M	76J	3742.45	4399.55
	02/01/2015	N3M	77F	3816.36	4487.45
7142 VIDEO PRODUCTION SPECIALIST	CURRENT	NM	88C	4576.73	6002.82
	12/13/2013	NM	88L	4667.64	6122.09
	10/01/2014	NM	89H	4761.09	6244.55
	02/01/2015	NM	90E	4856.00	6368.91
7139 VIDEO PRODUCTION TECHNICIAN	CURRENT	N3M	81D	4229.36	4977.09
	12/13/2013	N3M	82A	4313.00	5076.00
	10/01/2014	N3M	82J	4399.55	5177.82
	02/01/2015	N3M	83F	4487.45	5281.00
7993 WELFARE FISCAL ANALYST	CURRENT	NM	86G	4377.91	5742.09
	12/13/2013	NM	87D	4465.27	5856.64
	10/01/2014	NM	88A	4554.00	5973.00
	02/01/2015	NM	88J	4644.91	6092.27
9152 WELFARE FRAUD INVESTIGATOR	CURRENT	NM	79K	3651.55	4784.55
	12/13/2013	NM	80G	3724.09	4880.00
	10/01/2014	NM	81D	3797.82	4977.09
	02/01/2015	NM	82A	3872.00	5076.00
9151 WELFARE FRAUD INVESTIGATOR TRAINEE	CURRENT	NM	75B	3217.91	4208.45
	12/13/2013	NM	75K	3281.18	4292.09
	10/01/2014	NM	76G	3346.09	4377.91
	02/01/2015	NM	77D	3411.82	4465.27

Section 2

Notwithstanding any other provision of Section 1 of this Article, persons employed in the position of Child Support Officer I (Item No. 1613) may, at the discretion of the appointing authority, be compensated at the first, second, or third step of the range. The rate(s) established by this provision constitute a base rate.

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 3 Step Advances

- a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due. Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in

writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

c. Grievances arising out of this section shall be processed as follows:

- (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.
- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
- (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his

designated representative who shall respond to the grievance within ten days.

Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 4 Vacation For Pay Program

A. Salary Deduction

The parties agree that, for the period October 1, 1993 through June 30, 1994, 2 percent shall be deducted from the pay of each employee. This deduction shall be determined by calculating the employee's actual pay based on the pay rate provided for the employee in the salary article of this MOU plus any earned pay period bonuses stated as a percent of pay or number of additional schedules and/or levels and subtracting from the result, 2 percent (8 salary levels). In the case of those employees taking part pay sick leave for all or a portion of the month no deduction shall be taken for the portion of the month in which the employee is receiving part pay sick leave.

B. Special Vacation

1. For each calendar month in which an employee receives a pay deduction as described in Paragraph A, such employee will receive .0201 of an hour of special vacation for each qualifying hour (as defined below) earned during the calendar month.

2. For purposes of this article, "qualifying hours" means hours worked during a work period, industrial disability hours covered by County benefits and paid leaves of absence including EVTO. Not included are hours while receiving long term disability benefits, absence without pay hours, overtime hours, and regular days off.

C. Vacation Usage

Any special vacation earned pursuant to Paragraph B, shall be credited to the employee on the first of the month after the month in which it is earned. The employee may use special vacation once it has been credited with the prior approval of management.

D. Payoff of Special Vacation

On or after October 1, 2000, at the employee's option, unused special vacation may continue to be taken as time off, subject to prior management approval, or may be converted to pay. An employee electing payment for any portion of the employee's special vacation balance, may submit a request to management and, within 45 days of that request, shall be paid at the workday pay rate then in effect for the employee.

Any employee who terminates County employment shall be paid upon termination at the workday rate then in effect for any remaining special vacation granted pursuant to this article. It is understood that the Board of Supervisors may direct at any time prior to termination that some or all employees be paid at the workday pay rate then in effect for the employee for some or all of the unused special vacation.

ARTICLE 56 PARKS AND RECREATIONS JOINT LABOR - MANAGEMENT COMMITTEE

Management of the Department of Parks and Recreation and the Union will form a Joint Labor Management Committee to consult on issues of mutual concern.

The Committee shall be limited to a total of eight (8) members, unless the parties mutually agree otherwise. Four (4) members shall be appointed by Management and a total of four (4) unit members appointed by the Union shall make up the committee. Either party may request participation by CEO Employee Relations staff.

During the term of this MOU, and commencing no more than sixty (60) days after the approval of this MOU, the Committee shall meet at least quarterly upon request of either party at mutually agreeable times and locations.

Meetings shall be on County time for employees who are scheduled to work on scheduled meeting dates. Employees not scheduled to work on scheduled meeting dates shall not be compensated but may attend scheduled meetings.

ARTICLE 57 CONTINUING EDUCATION - HEALTH INFORMATION JOB SERIES

This Article applies to the Health Information Job series, which includes:

- Item # 1399 Medical Records Coder
- Item # 1415 Health Information Technician Trainee
- Item # 1416 Health Information Associate
- Item # 1417 Health Information Technician
- Item # 1418 Health Information Senior Technician

Section 1. Continuing Education

- a. Management recognizes the importance of continuing education for employees in the aforementioned job series. Employees in this job series will be granted, County paid-time off, to attend Management approved training of a minimum of thirty (30) hours, but no less than the number of hours required for licensure/certification during the term of the contract. At the discretion of Management In-house educational programs which qualify for continuing education units will be provided.

Management, in consideration of the needs of the service, will distribute and approve equitably among all impacted employees holding the above listed items the requested paid County time off.

Training hours may be completed during the term of this contract.

County paid time-off will be granted for self -study courses provided that the courses are accredited and prior approval of Management is obtained. Employees must provide Management with certification of completion of self- study courses. If no said certification is received by Management within fourteen (14) working days, the employee may be subjected to an adjustment of County paid time to Approved Absent Off Without Pay (AWOP).

Employee holding the items listed above, after attending a continuing education course, may be required to provide an overview of the course to their department and or units within the department.

- b. Management, upon receipt of a written request for release to attend continuing education programs, agrees to respond in writing to the request within ten (10) working days.

At Management's discretion, if the needs of the service are not negatively impacted, Management may adjust an employee's workweek to include attendance at approved continuing education programs when such training falls on a Saturday and/or Sunday, or regular day off, or at a time that is outside of regular work hours.

County paid-time off up to a maximum of eight (8) hours per day for approved continuing education includes the time required for attendance at the training, as well as reasonable travel time.

- c. Management and the Union will consult, pursuant to Los Angeles County Code Section 5.04.090(A) when new or revised Continuing Education requirements are mandated/required for maintenance or licensure/registration/certification when such licensure/registration/certification is required for county employment. The purpose of said consultation is to determine how many hours of County paid-time off should be made available to employees in order to meet mandatory continuing education requirements.
- d. Management will make every reasonable effort to grant request for time off to attend continuing education programs for those employees, holding the items listed above, who hold a dual license and are required to complete continuing education as a condition of licensure, and if dual licensure is required by their class specification or law.

Section 2. In-Service Education

- A. Management shall identify new assignment and new technology. Thereafter, training will be provided and competencies validated before employees are expected to independently perform new skills.

- B. Dependent upon needs of the service, employees holding the above listed items may attend Management approved in-service education on County time and may be relieved from regularly assigned duties for the duration of the in-service program. Management shall arrange for appropriate coverage during the employee's participation in such programs.
- C. Management shall establish reasonable timeframes to allow employees County time to read and ask questions about written educational materials, including, but not limited to, new policies and procedures prior to providing signature acknowledgement by the employee.

Section 3. Training Programs

- A. Management recognizes the importance of professional development for employees holding the above listed items.

Management, in consideration of the needs of the service, will approve employee(s) requests for participation in available work-related educational programs, seminars, professional conferences and professional meetings, on County paid time-off.

Management will distribute equitably among all impacted employees holding the above listed items paid County time to attend available work-related educational programs, such as: conferences, workshops, seminars, or symposiums.

Employee training requests for County time to attend such programs shall be subject to the needs of the service.

Training programs offered by the facility/services shall be posted as determined by Management utilizing one or more of the following: bulletin boards, e-mail, intranet, etc.

APPENDIX A

UNIFORMED SERVICE EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

APPENDIX B

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX C

OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. LIGHTING

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. GLARE

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. **MAINTENANCE**

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX DEMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT**Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29

C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

SWHa

U.S. Wage and Hour Division

WHO Publication 1420 Re., ised January 2009



2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE A"

PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Ste. 100,
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320
Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE B"FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND
PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number
DFEH-100-21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By 
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISING ADMINISTRATIVE, TECHNICAL AND STAFF
SERVICES EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management")
of the County of Los Angeles (hereinafter
referred to as "County"),

AND

SEIU, Local 721, CTW, CLC (hereinafter
referred to as "Union").

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Los Angeles County Employees Association, SEIU, Local 721, was certified on April 23, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. R-74-69) as the majority representative of County Employees in the SUPERVISING ADMINISTRATIVE, TECHNICAL AND STAFF SERVICES Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007, transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU Local 660 and SEIU Local 535. Management hereby recognizes Los Angeles County Employees Association, SEIU, Local 721, as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management agrees that it shall recognize SEIU, Local 721, as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and SEIU, LOCAL 721, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's SEIU, Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term, and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's SEIU, Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of

any employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her

duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.

4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the

interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the

Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each

party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination
 - Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or SEIU, Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, SEIU, Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with the

principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee

or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
 8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
 9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
 10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within

sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination
 - Implementation
 - Term
 - Renegotiation
 - Safety and Health
 - Payroll Deductions and Dues
 - Authorized Agents
 - Provisions of Law
 - Workplace Retraining
 - New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond

the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees

to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3 Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4 Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5 Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDY

Section 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide SEIU, Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications; the primary duties of which are derived from SEIU, Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of SEIU, Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the

departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

 - EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule

occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

 - Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.
- FLSA Exempt employees must request EVTO in full work day increments.
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
- EVTO is not available to employees on any other paid or unpaid leave.
- Department Heads may continue to approve other unpaid leave of absences.
- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.
- EVTO will be actively encouraged by Management and SEIU, Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKINGSection 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If SEIU, Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAININGSection 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with SEIU, Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721

regarding its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 SEIU, LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a SEIU, Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all SEIU, Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDS

Section 1.

Management will furnish adequate bulletin board space to SEIU, Local 721, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTHSection 1 Parties' Responsibilities

It is the duty of Management to provide and maintain a safe and healthy place of employment. The Union will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter in writing to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or the employee's representative is not satisfied with the response of the safety officer, the union may consult with the Risk Management Division of the Chief Executive Office or his designate. A representative of such branch shall respond to the department head and the Union within ten (10) days. If the Union is not satisfied with the response of the Risk Management Division, the issue will be taken within ten (10) days to arbitration as set forth in Article 11. During such ten (10) days consultation between the department head and the Union will take place.

Section 2 First Aid Kits

The departmental safety officer or appropriate representative will to maintain complete first aid kits at all work facilities.

Section 3

Management and the Union mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4 Office Ergonomics

In order to address the Unit's health and safety concerns on the use of video display terminals, the parties agree that four (4) employees from the Unit will participate on the Joint Labor/Management Committee on Office Ergonomics as outlined in the Clerical MOU.

Section 5 Safety and Health Committee

Within sixty 60 days of the adoption of this MOU by the Board of Supervisors and at the request of the Union,, a Safety and Health Committee shall be created to address the safety and health concerns, excluding those relating to Office Ergonomics, which affect the employees in the Bargaining Unit.

The Committee shall be comprised of four (4) management representatives and two (2) employee representatives from the Unit and two (2) employee representatives from

Bargaining Unit 122. The management representatives will be designated by the Chief Executive Officer or his designate.

Section 6

Management and the Union will form a committee to discuss self-defense measures for Welfare Fraud Investigators (Item No. 9152) and Supervising Welfare Fraud Investigators (Item No. 9153) in the Department of Public Social Services.

Section 7 Emergencies

In the event of an emergency (i.e., a serious situation or occurrence that happens unexpectedly and demands immediate action) Management shall promptly notify and provide instructions to impacted employees regarding such emergencies.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (e-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICESSection 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2 Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDSSection 1. Legal Rights of Shop Steward

Management recognizes that the Union's Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the MOU that the Union, may select a reasonable number of stewards for this Unit. The Union shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by the Union.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor, and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the Steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the Steward's request unless otherwise mutually agreed to.

Upon entering a work location, the Steward shall inform the cognizant supervisor of the nature of the Steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the Steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the Steward's request, unless otherwise mutually agreed to.

The Union agrees that a Steward shall not log compensatory time or premium pay time for the time spent performing any function of a Steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The Union President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1 Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals.

Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2 Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3 Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4 Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.
- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.
- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.

- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.

- F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5 Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-

existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.

- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.
- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.
- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resources office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.
- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.

- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.
- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County". This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6 Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services' facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of SEIU, Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 7 Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.
2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).
2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are

assigned to work in health facilities. Related training shall be provided to the employees.

3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.

4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify SEIU, Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with SEIU, Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8 Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9 Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10 DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including but not limited to study guides and practice skills labs;
- Study time and remediation; and
- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42DEPARTMENT OF MENTAL HEALTH HEALTH CARE REFORM

The Department of Mental Health and SEIU, Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for and responding to changes under healthcare reform and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform Committee

SEIU, Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify SEIU, Local 721 of any proposed changes to DMH services regarding healthcare reform before implementation.

The committee will have fifteen (15) SEIU, Local 721 employee representatives. Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the SEIU, Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform in DMH' when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization with the goal of achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.
- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform Committee

This article will expire on September 30, 2015, with the exception of the section on work place safety. If the parties have not completed the work of DMH health care reform by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with SEIU, Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding of Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

ARTICLE 45PARTICIPATION IN TUITION REIMBURSEMENT
PROGRAM

Departments affected by this agreement are encouraged to implement the provisions of the Los Angeles County Code, Chapter 5.52, Tuition Reimbursement Program. In conformance with the provisions of Section 5.52.030 of said Code, Departmental Advisory Committee, each affected department having an established Advisory Committee as provided therein will include at least two (2) Union Stewards or Active Members on said Committee. This Committee will be permanent, and will meet every other month.

ARTICLE 46 RIGHTS OF UNIT

Management agrees to permit two (2) employees in this Unit, designated by the Bargaining Unit Committee as spokespersons, time off with pay to attend meetings between the Union and Management where the subject of such meetings involves basic issues affecting employee relations concerning the entire Unit.

The name of the employees so designated will be provided in writing by the Union to the Chief Executive Office and the head of the department in which the designated spokesman is employed. The Union agrees that the employee designated shall not log nor be entitled to compensatory time or premium pay for the time spent pursuing activities allowed under this Article.

ARTICLE 47 WORK SCHEDULEPurpose

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Section 1

For the purpose of computing overtime, the work week for employees in this Unit is forty (40) hours of work in a seven (7) consecutive day period as defined by Management. For the purpose of work schedules, the normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section 4. Each eight (8) hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two (2) fifteen (15) minute rest periods, one (1) scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within the general area as prescribed by Management.

Section 2

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section 4), employees' work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective.

Section 3 Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

Section 4 Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same work week. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same work week.

Section 5 Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day eighty (80) hour two (2) week schedule or a four (4) day - forty (40) hour week schedule. Management will

respond to an employee's request within fifteen (15) calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. An employee's alternative work schedule shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

Section 6 Telecommuting

Individual employees may request to telecommute. Management will select those persons to participate in telecommuting and will determine the parameters of the telecommuting program. Employees will be deemed eligible to participate in telecommuting as Management determines that the individual employee can effectively telecommute because of his/her skills, work assignment, experience, prior performance, or the needs of the service.

It is agreed that telecommuting is a voluntary program and participation can be terminated at any time by either Management or the participating employee.

ARTICLE 48 TRANSFERS

Any employee covered herein may submit a written request for transfer within his/her own department and have his/her name placed on a list to be kept by the manager of the work location to which the employee is requesting a transfer.

Any employee covered herein who wishes to transfer to another County department may submit a written request for such transfer and have his/her name placed on a list to be kept by the personnel office of the department to which the employee is requesting a transfer.

These requests will be retained for a period of one (1) year. It is understood that these requests are for an available, vacant position in the same classification. Management will consider these requests for transfer when filling vacancies. However, this Article, in no way, is intended to limit management's authority to make appointments.

Employees who are transferred will be provided written notice no less than ten (10) business days prior to the effective date of transfer.

If a request is denied, the request will be returned to the Employee with a written reason for the denial within ten (10) business days.

ARTICLE 49 TRAINING/CAREER DEVELOPMENT

Management and the Union recognize the importance of training and career development for the employees within the Unit.

Section 1 Technological change

As new technology is introduced in the work environment and is required to be used by specific employees, Management will make reasonable efforts to train the affected employees in the new technology.

Section 2 Training Opportunities

An employee in the Unit may request to participate in educational programs, symposiums, seminars, conferences and meetings that would lead to an increase in skills, knowledge, and understanding of the employee's current job assignment. Employee training requests for County time to attend such programs shall be subject to Management approval; however, all employees shall have equal access to training opportunities.

Section 3 In-Service Training

Management agrees to continue Departmental In-Service Training Programs which are in effect at the implementation of this MOU until their terms have expired. Management also agrees to encourage the establishment and availability of In-Service Training and Career Development Programs which will not be established to deprive qualified employees of higher earnings.

Section 4 Office Ergonomics

Within ninety (90) business days from the date the Board of Supervisors approves this agreement; the Chief Executive Office shall establish a fund in the amount of \$7,000.00 which shall be used to provide Office Ergonomics Training for employees in the Unit. The Training Program content shall be designed to include, but not limited to, improvements in visual and auditory skills, work area conditions, and productivity.

It is agreed that this Unit will participate with the Clerical Unit (111/112) Joint Labor Management Committee on Office Ergonomics with no more than four (4) Representatives designated by the Union.

ARTICLE 50 DIVERSITY AND EQUITY

The parties agree to establish an Diversity and Equity Committee within this Unit which will meet at least quarterly to identify areas of concern, if any, and to recommend solutions to defined problems to County Management.

This Committee shall be composed of four members of Management, one of whom shall be from the office of the Chief Executive Office and three employees from the Unit and one staff representative of the Union.

This Committee shall meet during working hours without loss of compensation.

ARTICLE 51 UNIFORMS

The parties agree to recommend to County's Board of Supervisors for adoption and implementation through amendment to applicable ordinance, the following uniform provisions to be applicable to designated employees in this Unit.

Section 1

An initial issue of the following uniform items shall be made on a one-time only basis to each newly hired person and to those employees whose assignment as an Inspector Aid, Weights and Measures (Item #3087), Inspector of Weights and Measures I (Item #3091) and Inspector of Weights and Measures II (Item #3093) requires the wearing of a uniform. Uniform personnel who are currently in possession of a uniform will receive replacement items on an as-needed basis.

Five (5) shirts/blouses

Five (5) trousers -or- four (4) trousers and one (1) pair of shorts

One (1) jacket (lined)

One (1) sweater

One (1) tie to be worn for special occasions.

Uniform trousers must be supplied by the contracted uniform company. Inspectors shall be permitted to purchase class A shirts from the vendor in lieu of class B by paying the difference between the County's price for a class B shirt and the vendor price for a class A shirt.

Section 2

An initial issue of the following uniform item shall be made on a one time only basis to each person employed as a Photographer I, II and Lab Technician who currently does not have a uniform:

Two (2) 2 lab coats

Section 3

All uniform items will be replaced on an as-needed basis except where such replacement would be necessary as a result of improper or unauthorized use or care.

Section 4

All issued items shall be for authorized use only while on duty.

Section 5

All issued items shall be returned to their respective department upon transfer or termination.

Section 6

Management agrees to provide to all Supervising Welfare Fraud Investigators on a yearly basis one current Los Angeles County and/or surrounding County Thomas Guide during the term of this agreement, as appropriate.

ARTICLE 52 POSTING OF VACANCIES

The following is the official County recruitment bulletin board as referred to in Civil Service Rule 7.03:

Department of Human Resources
Employment Information Services Office
3333 Wilshire Boulevard
Los Angeles, CA 90010

Bulletins for both Open-Competitive and Inter-Departmental Promotional examinations are posted at this site.

COUNTY OF LOS ANGELES EMPLOYMENT INFORMATION

County Job hotline for open-competitive exams:	(800) 970-5478 (List)
Departmental Hotlines:	
Children and Family Services	(213) 351-5898 (Main)
Community Development Commission	(323) 890-7326
Coroner	(323) 343-0710 (General)
Fire Department	(323) 881-2308(Hot Line)
Health Services	(323) 890-7924
Mental Health	(213) 738-4703
Probation	(562) 940-2658
Public Works	(626) 458-EXAM(3926)
Sheriff Department	(800) 233-7889

For online job information, visit the County's Internet Web Site at:

<http://www.la.county.info> or <http://hr.lacounty.gov/wps/portal/dhr>

This site may be accessed from any computer with Internet access, including terminals at public libraries.

Employees may obtain information on interdepartmental promotional opportunities and transfer opportunities by calling the DHR 24-hour hotline at (800) 970-LIST (5478) or by visiting the intranet website at: <http://dhr.lacounty.info> or <http://easier.co.la.ca.us>.

ARTICLE 53 OVERTIMESection 1 Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.
- B. The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
- C. Payoff of Special Deferred CTO
On or after October 1, 2000, at the employee's option, Compensatory Time Off (CTO) accrued during the period from October 1, 1993 through and including June 30, 1994 and remaining on the books may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

- D. With Department Head (Appointing Authority) approval, an employee in the bargaining unit may elect to work up to fifty six (56) of FLSA overtime to be used as compensatory time off in lieu of pay. Compensatory time is accrued at the rate of one and one-half (1 ½) hours for each hour of overtime worked. No more than forty eight (48) hours of compensatory time may be accrued in a calendar year. All overtime hours worked in excess of fifty six (56) hours and accrued as compensatory time in a calendar year shall be paid.

To use compensatory time, an employee must submit a written request to the immediate supervisor at least five (5) working days prior to the first date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval of departmental management. Accumulated compensatory time must be used by the end of the calendar year following the year in which it was earned or it shall be paid. Accrued compensatory time shall be paid prior to any promotions.

Management may direct an employee to use accumulated compensatory time provided the employee is given ten (10) business days' notice. Unless approved by management, employees may not accrue compensatory overtime hours which are work during disaster periods or emergencies declared by the Board of Supervisors, local or federal government.

Section 2 Usage of Non-FLSA Earned Compensatory Time

- A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off. Requests for time off will be approved based on the needs of the service as determined by Management.

- B. With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3 Saving Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4 Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work

location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

Section 5

An employee who works a four (4) day - 40 hour week schedule or a nine (9) day - 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

ARTICLE 54 SPECIAL PAY PRACTICESSection 1 Night Shift Differential

The parties agree to recommend jointly to the County's Board of Supervisors that employees in this Unit be paid for evening and night shift differential as follows:

- A. The evening shift is a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m. The night shift is a shift at least five-eighths of which falls between the hours of 9:00 p.m. and 8:00 a.m.
- B. Effective July 1, 1992, the evening shift differential shall be fifty cents (\$.50) per hour above the established rate for each classification.
- C. Effective July 1, 1992, the night shift differential shall be fifty-five (\$.55) cents per hour above the established rate for each classification.

Section 2 Call Back

Whenever an employee is unexpectedly ordered by his/her Department Head or designated Management representative to return to work following the termination of his/her normal work shift and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 3 Superior Subordinate Pay

The Chief Executive Officer will authorize compensation for a supervisor at a rate of \$1.00 per month more than the base rate of his/her highest paid subordinate, when the qualifying conditions are met as provided by Section 6.10.070 of the Los Angeles County Code.

Section 4 California State License Bonus

Effective January 1, 1998, any employee on a permanent, full-time position of Inspector of Weights and Measures I (Item No. 3091) or Inspector of Weights and Measures II (Item No. 3093) who possesses all licenses issued by the State of California for Weights and Measures regulatory work shall receive a four-level bonus in addition to the employee's regular rate of pay upon presentation of proof of possession of said licenses.

The date that proof of completion is presented to Management that the final license has

been obtained shall be the eligible date for the award of the bonus. Payment of the bonus shall be effective the second payday following the calendar month in which the Certificate is issued. For persons employed on a permanent full-time position of Inspector of Weights and Measures I or II who have already received all California State licenses shall be eligible for the bonus on the date they present proof of completion of all Certificates to Management. Payment of the bonus shall be effective the second payday following the calendar month in which the proof of completion of all Certificates is presented.

Any employee on a permanent, full-time position of Inspector of Weights & Measures I or II who successfully takes and passes a California State license examination, upon presentation of proof that the exam has been passed, shall be reimbursed the cost of each successfully passed examination.

Any permanent, full-time Inspector of Weights & Measures (Item #3091 and #3093) whose work assignment requires a Commercial Truck Drivers License shall receive a bonus of 12 levels. The bonus payment shall end when the Inspector is reassigned and a Commercial Truck Drivers License is no longer required, or when the Inspector fails to qualify for the Commercial Truck Drivers License.

Except as otherwise provided in this section, a \$0.25-per-hour bonus not to exceed a maximum of \$50.00 per month total may be paid to any person assigned regularly scheduled periods of standby service at off-duty times, which assignments cause inconvenience and restrict normal activity during such off-duty periods.

Assignment to such standby service requires the prior annual authorization of the chief executive officer, and payment of the bonus for standby service requires the finding of the chief executive officer that said service meets the standards set forth in this section.

ARTICLE 55 SALARIESSection 1 Recommended Salary Adjustment

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
0648	ACCOUNTANT III	CURRENT	NM	83F	4026.55	5281.00
		12/13/2013	NM	84C	4106.36	5385.73
		10/01/2014	NM	84L	4187.82	5492.64
		02/01/2015	NM	85H	4271.18	5602.09
0656	ACCOUNTING OFFICER I	CURRENT	NM	85D	4229.36	5547.18
		12/13/2013	NM	86A	4313.00	5657.00
		10/01/2014	NM	86J	4399.55	5770.45
		02/01/2015	NM	87F	4487.45	5885.73
0657	ACCOUNTING OFFICER II	CURRENT	NM	90B	4820.00	6321.73
		12/13/2013	NM	90K	4916.00	6447.55
		10/01/2014	NM	91G	5014.18	6576.09
		02/01/2015	NM	92D	5114.18	6706.91
0643	ACCOUNTING TECHNICIAN II	CURRENT	NM	72F	2998.82	3919.73
		12/13/2013	NM	73C	3057.91	3996.82
		10/01/2014	NM	73L	3117.55	4076.09
		02/01/2015	NM	74H	3179.09	4157.27
6080	AIRPORT MANAGER	CURRENT	NM	84C	4106.36	5385.73
		12/13/2013	NM	84L	4187.82	5492.64
		10/01/2014	NM	85H	4271.18	5602.09
		02/01/2015	NM	86E	4356.27	5713.73
2968	AREA POOLS SUPERVISOR	CURRENT	N3M	72C	3313.36	3891.09
		12/13/2013	N3M	72L	3378.82	3967.45
		10/01/2014	N3M	73H	3444.91	4046.36
		02/01/2015	N3M	74E	3512.55	4126.73
6079	ASSISTANT AIRPORT MANAGER	CURRENT	NM	75C	3225.82	4218.91
		12/13/2013	NM	75L	3289.09	4302.55
		10/01/2014	NM	76H	3354.27	4388.73
		02/01/2015	NM	77E	3420.09	4476.36

1391 ASST MEDICAL RECORDS DIRECTOR I	CURRENT	NM	78A	3478.00	4554.00
	12/13/2013	NM	78J	3547.09	4644.91
	10/01/2014	NM	79F	3616.64	4737.64
	02/01/2015	NM	80C	3687.36	4832.00
1392 ASST MEDICAL RECORDS DIRECTOR II	CURRENT	NM	82A	3872.00	5076.00
	12/13/2013	NM	82J	3948.36	5177.82
	10/01/2014	NM	83F	4026.55	5281.00
	02/01/2015	NM	84C	4106.36	5385.73
1393 ASST MEDICAL RECORDS DIRECTOR III	CURRENT	NM	86B	4323.82	5671.18
	12/13/2013	NM	86K	4410.36	5784.64
	10/01/2014	NM	87G	4498.55	5900.27
	02/01/2015	NM	88D	4588.09	6017.73
2370 ASSISTANT SUPPLY OFFICER I	CURRENT	NM	78L	3564.36	4667.64
	12/13/2013	NM	79H	3634.09	4761.09
	10/01/2014	NM	80E	3705.73	4856.00
	02/01/2015	NM	81B	3779.27	4952.36
2372 ASSISTANT SUPPLY OFFICER II	CURRENT	NM	81L	3862.73	5063.64
	12/13/2013	NM	82H	3938.82	5165.09
	10/01/2014	NM	83E	4016.64	5268.00
	02/01/2015	NM	84B	4096.18	5372.36
1555 AUTO FINGERPRINT IDENT SYS OPNS SUP	CURRENT	NM	81G	3825.64	5014.18
	12/13/2013	NM	82D	3900.64	5114.18
	10/01/2014	NM	83A	3977.00	5216.00
	02/01/2015	NM	83J	4056.27	5320.00
8024 CAMP SERVICES MANAGER	CURRENT	NM	73E	3072.82	4016.64
	12/13/2013	NM	74B	3132.73	4096.18
	10/01/2014	NM	74K	3194.55	4177.64
	02/01/2015	NM	75G	3257.45	4260.73
8191 COMMUNITY SERVICES ANALYST III	CURRENT	NM	90F	4868.00	6384.64
	12/13/2013	NM	91C	4964.73	6511.36
	10/01/2014	NM	91L	5063.64	6640.82
	02/01/2015	NM	92H	5165.09	6773.45
2509 COMPUTER OPERATIONS DUTY MANAGER	CURRENT	NM	93F	5281.00	6925.45
	12/13/2013	NM	94C	5385.73	7063.09
	10/01/2014	NM	94L	5492.64	7203.45
	02/01/2015	NM	95H	5602.09	7347.64
8025 GENERAL SERVICES MANAGER I	CURRENT	NM	78E	3512.55	4599.45
	12/13/2013	NM	79B	3581.73	4690.73
	10/01/2014	NM	79K	3651.55	4784.55
	02/01/2015	NM	80G	3724.09	4880.00
8026 GENERAL SERVICES MANAGER II	CURRENT	NM	80E	3705.73	4856.00
	12/13/2013	NM	81B	3779.27	4952.36
	10/01/2014	NM	81K	3853.45	5051.27
	02/01/2015	NM	82G	3929.27	5152.36

8027 GENERAL SERVICES MANAGER III	CURRENT	NM	84D	4116.55	5399.09
	12/13/2013	NM	85A	4198.00	5506.00
	10/01/2014	NM	85J	4281.64	5615.82
	02/01/2015	NM	86F	4367.09	5727.91
6082 HEAD AIRPORT MANAGER	CURRENT	NM	90C	4832.00	6337.45
	12/13/2013	NM	90L	4928.00	6463.27
	10/01/2014	NM	91H	5026.55	6592.27
	02/01/2015	NM	92E	5126.91	6723.55
7089 HEAD, FORENSIC PHOTO & SUPPORT SERVS	CURRENT	NM	84J	4167.45	5465.91
	12/13/2013	NM	85F	4250.27	5574.64
	10/01/2014	NM	86C	4334.64	5685.36
	02/01/2015	NM	86L	4421.18	5798.82
7963 HEAD GRAPHIC ARTIST	CURRENT	NM	81G	3825.64	5014.18
	12/13/2013	NM	82D	3900.64	5114.18
	10/01/2014	NM	83A	3977.00	5216.00
	02/01/2015	NM	83J	4056.27	5320.00
7970 HEAD, GRAPHIC ARTIST, LIBRARY	CURRENT	NM	83L	4076.09	5346.00
	12/13/2013	NM	84H	4157.27	5452.55
	10/01/2014	NM	85E	4239.82	5560.91
	02/01/2015	NM	86B	4323.82	5671.18
1410 HEALTH INFO MGMT SENIOR SUPERVISOR	CURRENT	NM	86L	4421.18	5798.82
	12/13/2013	NM	87H	4509.64	5914.82
	10/01/2014	NM	88E	4599.45	6032.64
	02/01/2015	NM	89B	4690.73	6152.36
1409 HEALTH INFO MANAGEMENT SUPERVISOR	CURRENT	NM	84L	4187.82	5492.64
	12/13/2013	NM	85H	4271.18	5602.09
	10/01/2014	NM	86E	4356.27	5713.73
	02/01/2015	NM	87B	4443.09	5827.55
1411 HEALTH INFORMATION MANAGER	CURRENT	NM	89L	4796.27	6290.64
	12/13/2013	NM	90H	4892.00	6416.09
	10/01/2014	NM	91E	4989.45	6543.73
	02/01/2015	NM	92B	5088.73	6673.64
4613 HEALTH PROGRAM COORDINATOR	CURRENT	NM	80B	3678.18	4820.00
	12/13/2013	NM	80K	3751.64	4916.00
	10/01/2014	NM	81G	3825.64	5014.18
	02/01/2015	NM	82D	3900.64	5114.18
2262 PRIN PURCHASING & CONTRACTS ANALYST	CURRENT	NM	96D	5699.55	7475.64
	12/13/2013	NM	97A	5813.00	7624.00
	10/01/2014	NM	97J	5929.36	7776.73
	02/01/2015	NM	98F	6047.55	7931.73
2529 PROGRAMMING SUPERVISOR I	CURRENT	NM	97B	5827.55	7643.09
	12/13/2013	NM	97K	5943.91	7795.82
	10/01/2014	NM	98G	6062.45	7951.27
	02/01/2015	NM	99D	6183.09	8109.27

8800 RECREATION SERVICES MANAGER	CURRENT	NM	79H	3634.09	4761.09
	12/13/2013	NM	80E	3705.73	4856.00
	10/01/2014	NM	81B	3779.27	4952.36
	02/01/2015	NM	81K	3853.45	5051.27
0650 SENIOR ACCOUNTANT, AUDITOR-CONT	CURRENT	NM	90B	4820.00	6321.73
	12/13/2013	NM	90K	4916.00	6447.55
	10/01/2014	NM	91G	5014.18	6576.09
	02/01/2015	NM	92D	5114.18	6706.91
8123 SENIOR HUMAN RELATIONS CONSULTANT	CURRENT	NM	88C	4576.73	6002.82
	12/13/2013	NM	88L	4667.64	6122.09
	10/01/2014	NM	89H	4761.09	6244.55
	02/01/2015	NM	90E	4856.00	6368.91
1402 SENIOR MEDICAL RECORD TECHNICIAN	CURRENT	NM	72B	2969.36	3881.55
	12/13/2013	NM	72K	3028.27	3957.91
	10/01/2014	NM	73G	3087.73	4036.45
	02/01/2015	NM	74D	3148.18	4116.55
0640 SUPVG ACCOUNTING TECH, ASSESSOR	CURRENT	NM	80A	3669.00	4808.00
	12/13/2013	NM	80J	3742.45	4904.00
	10/01/2014	NM	81F	3816.36	5001.82
	02/01/2015	NM	82C	3891.09	5101.45
0896 SUPVG ADMINISTRATIVE ASSISTANT I	CURRENT	NM	85K	4292.09	5629.55
	12/13/2013	NM	86G	4377.91	5742.09
	10/01/2014	NM	87D	4465.27	5856.64
	02/01/2015	NM	88A	4554.00	5973.00
9183 SUPVG CMTY HLTH PLAN MARKETING REP	CURRENT	NM	79L	3660.27	4796.27
	12/13/2013	NM	80H	3733.27	4892.00
	10/01/2014	NM	81E	3807.09	4989.45
	02/01/2015	NM	82B	3881.55	5088.73
4231 SUPVG CONTRACT PROGRAM MONITOR, ISD	CURRENT	NM	93F	5281.00	6925.45
	12/13/2013	NM	94C	5385.73	7063.09
	10/01/2014	NM	94L	5492.64	7203.45
	02/01/2015	NM	95H	5602.09	7347.64
1541 SUPVG DELINQUENT ACCOUNT INVES	CURRENT	NM	75L	3289.09	4302.55
	12/13/2013	NM	76H	3354.27	4388.73
	10/01/2014	NM	77E	3420.09	4476.36
	02/01/2015	NM	78B	3486.64	4565.36
1485 SUPVG DEPUTY PUBLIC CONS/ADMR	CURRENT	NM	86L	4421.18	5798.82
	12/13/2013	NM	87H	4509.64	5914.82
	10/01/2014	NM	88E	4599.45	6032.64
	02/01/2015	NM	89B	4690.73	6152.36
2448 SUPERVISING DISPATCHER	CURRENT	NM	72A	2962.00	3872.00
	12/13/2013	NM	72J	3020.91	3948.36
	10/01/2014	NM	73F	3080.27	4026.55
	02/01/2015	NM	74C	3140.45	4106.36

1537 SUPERVISING FINANCIAL EVALUATOR	CURRENT	NM	79D	3599.18	4714.18
	12/13/2013	NM	80A	3669.00	4808.00
	10/01/2014	NM	80J	3742.45	4904.00
	02/01/2015	NM	81F	3816.36	5001.82
9194 SUPVG PATIENT FIN SERVICE WORKER I	CURRENT	NM	75J	3273.27	4281.64
	12/13/2013	NM	76F	3337.91	4367.09
	10/01/2014	NM	77C	3403.55	4454.18
	02/01/2015	NM	77L	3469.73	4542.91
9195 SUPVG PATIENT FIN SERVICE WORKER II	CURRENT	NM	79J	3642.82	4772.82
	12/13/2013	NM	80F	3714.91	4868.00
	10/01/2014	NM	81C	3788.55	4964.73
	02/01/2015	NM	81L	3862.73	5063.64
7080 SUPERVISING PHOTOGRAPHER	CURRENT	NM	82E	3910.18	5126.91
	12/13/2013	NM	83B	3986.91	5229.00
	10/01/2014	NM	83K	4066.18	5333.00
	02/01/2015	NM	84G	4147.09	5439.18
1161 SUPVG SIGN LANGUAGE SPECIALIST	CURRENT	NM	84K	4177.64	5479.27
	12/13/2013	NM	85G	4260.73	5588.36
	10/01/2014	NM	86D	4345.45	5699.55
	02/01/2015	NM	87A	4432.00	5813.00
1753 SUPERVISING STATISTICAL ANALYST	CURRENT	NM	79K	3651.55	4784.55
	12/13/2013	NM	80G	3724.09	4880.00
	10/01/2014	NM	81D	3797.82	4977.09
	02/01/2015	NM	82A	3872.00	5076.00
1544 SUPVG TAX & LICENSE FIELD INSPECTOR	CURRENT	NM	82E	3910.18	5126.91
	12/13/2013	NM	83B	3986.91	5229.00
	10/01/2014	NM	83K	4066.18	5333.00
	02/01/2015	NM	84G	4147.09	5439.18
1570 SUPVG VICTIM SERVS REPRESENTATIVE	CURRENT	NM	78C	3495.27	4576.73
	12/13/2013	NM	78L	3564.36	4667.64
	10/01/2014	NM	79H	3634.09	4761.09
	02/01/2015	NM	80E	3705.73	4856.00
9153 SUPVG WELFARE FRAUD INVESTIGATOR	CURRENT	NM	83K	4066.18	5333.00
	12/13/2013	NM	84G	4147.09	5439.18
	10/01/2014	NM	85D	4229.36	5547.18
	02/01/2015	NM	86A	4313.00	5657.00
2507 SUPERVISOR, COMPUTER OPERATIONS	CURRENT	NM	82D	3900.64	5114.18
	12/13/2013	NM	83A	3977.00	5216.00
	10/01/2014	NM	83J	4056.27	5320.00
	02/01/2015	NM	84F	4136.91	5425.82
2373 SUPPLY OFFICER I	CURRENT	NM	83L	4076.09	5346.00
	12/13/2013	NM	84H	4157.27	5452.55
	10/01/2014	NM	85E	4239.82	5560.91
	02/01/2015	NM	86B	4323.82	5671.18

2374 SUPPLY OFFICER II	CURRENT	NM	86L	4421.18	5798.82
	12/13/2013	NM	87H	4509.64	5914.82
	10/01/2014	NM	88E	4599.45	6032.64
	02/01/2015	NM	89B	4690.73	6152.36

A. OPTIONS/SALARY – COORDINATED BARGAINING

At SEIU, Local 721's sole option, the Union may re-open the 2003-2006 Fringe Benefit MOU (Article 8, Options) and the Individual Unit Contracts (Salary Article) for the purpose of negotiating a shift of general movement salary dollars to increase the County's Options (Health Insurance) contribution in 2005 and/or 2006.

Section 2

Notwithstanding any other provision of Section 1 of this Article, persons employed in the position of Child Support Officer I (Item No. 1613) may, at the discretion of the appointing authority, be compensated at the first, second, or third step of the range. The rate(s) established by this provision constitute a base rate.

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 3 Step Advances

- a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due. Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
 - (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filled with is filed with the Department of Human Resources, the employee

shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

(2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.

(3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 4 Vacation For Pay Program

A. Salary Deduction

The parties agree that, for the period October 1, 1993 through June 30, 1994, 2 percent shall be deducted from the pay of each employee. This deduction shall be determined by calculating the employee's actual pay based on the pay rate provided for the employee in the salary article of this MOU plus any earned pay period bonuses stated as a percent of pay or number of additional schedules and/or levels and subtracting from the result, 2 percent (8 salary levels). In the case of those employees taking part pay sick leave for all or a portion of the month no deduction shall be taken for the portion of the month in which the employee is receiving part pay sick leave.

B. Special Vacation

1. For each calendar month in which an employee receives a pay deduction as described in Paragraph A, such employee will receive .0201 of an hour of special vacation for each qualifying hour (as defined below) earned during the calendar month.

2. For purposes of this article, "qualifying hours" means hours worked during a work period, industrial disability hours covered by County benefits and paid

leaves of absence, including EVTO. Not included are hours while receiving long term disability benefits, absence without pay hours, overtime hours, and regular days off.

C. Vacation Usage

Any special vacation earned pursuant to Paragraph B, shall be credited to the employee on the first of the month after the month in which it is earned. The employee may use special vacation once it has been credited with the prior approval of management.

D. Payoff of Special Vacation

On or after October 1, 2000, at the employee's option, unused special vacation may continue to be taken as time off, subject to prior management approval, or may be converted to pay. An employee electing payment for any portion of the employee's special vacation balance, may submit a request to management and, within 45 days of that request, shall be paid at the workday pay rate then in effect for the employee. Any employee who terminates County employment shall be paid upon termination at the workday rate then in effect for any remaining special vacation granted pursuant to this article. It is understood that the Board of Supervisors may direct at any time prior to termination that some or all employees be paid at the workday pay rate then in effect for the employee for some or all of the unused special vacation.

ARTICLE 56PARKS AND RECREATION JOINT LABOR-MANAGEMENT
COMMITTEE

Management of the Department of Parks and Recreation and the Union will form a Joint Labor Management Committee to consult on issues of mutual concern.

The Committee shall be limited to a total of eight (8) members, unless the parties mutually agree otherwise. Four (4) members shall be appointed by Management and a total of four (4) unit members appointed by the Union shall make up the committee.

Either party may request participation by CEO Employee Relations staff.

During the term of this MOU, and commencing no more than sixty (60) days after the approval of this MOU, the Committee shall meet at least quarterly upon request of either party at mutually agreeable times and locations.

Meetings shall be on County time for employees who are scheduled to work on scheduled meeting dates. Employee not scheduled to work on scheduled meeting dates shall not be compensated but may attend scheduled meetings.

ARTICLE 57 CONTINUING EDUCATION – HEALTH INFORMATION JOB SERIES (BU 122)

This Article applies to the Health Information job series, which includes:

Item # 1409 Health Information Management Supervisor

Item # 1410 Health Information Management Senior Supervisor

Item # 1411 Health Information Manager

Section 1. Continuing Education

A . Management recognizes the importance of continuing education for employees in the aforementioned job series. Employees in this job series will be granted, County paid-time off, to attend Management approved training of a minimum of thirty (30) hours, but no less than the number of hours required for licensure/ certification during the term of the contract. At the discretion of Management In-house educational programs which qualify for continuing education units will be provided.

Management, in consideration of the needs of the service, will distribute and approve equitably among all impacted employees holding the above listed items the requested paid County time off.

Training hours may be completed during the term of this contract.

County paid time-off will be granted for self- study courses provided that the courses are accredited and prior approval of Management is obtained. Employees must provide Management with certification of completion of self- study courses. If no said certification is received by Management within fourteen (14) working days, the employee may be subjected to an adjustment of County paid time to Approved Absent Off Without Pay (AWOP).

- B. Management, upon receipt of a written request for release to attend continuing programs, agrees to respond in writing to the request within ten (10) working days.

At Management's discretion, if the needs of the service are not negatively impacted, Management may adjust employee's workweek to include attendance at approved continuing education programs when such training falls on a Saturday and/or Sunday, or regular day off, or at a time that is outside of regular work hours.

County paid-time off up to a maximum of eight (8) hours per day for approved continuing education includes the time required for attendance at the training, as well as reasonable travel time.

- C. Management and the Union will consult, pursuant to Los Angeles County Code Section 5.04.090(A) when new or revised Continuing Education requirements are mandated/required for maintenance of licensure/registration/certification when such licensure/registration/certification is required for county employment. The purpose of said consultation is to determine how many hours of County paid-time off should be made available to employees in order to meet mandatory continuing Education requirements.

Section 1 In-Service Education

- A. Management shall identify new assignment and new technology. Thereafter, training will be provided and competencies validated before employees are expected to independently perform new skills.

- B. Dependent upon needs of the service, employees holding the above listed items may attend Management approved in-service education on County time and maybe relieved from regularly assigned duties for the duration of the in-service program. Management shall arrange for appropriate coverage during the employee's participation in such programs.

- C. Management shall establish reasonable timeframes to allow employees County time to read and ask questions about written educational materials, including, but not limited to, new policies and procedures prior to providing signature acknowledgement by the employee.

Section 3 Training Programs

- A. Management recognizes the importance of professional development for employees holding the above listed items.

Management, in consideration of the needs of the service, will approve employee(s) requests for participation in available work-related educational programs, seminars, professional conferences and professional meetings, on County paid time-off.

Management will distribute equitably among all impacted employees holding the above listed items paid County time to attend available work-related educational programs, such as: conferences, workshops, seminars, or symposiums.

Employee training requests for County time to attend such programs shall be subject to the needs of the service.

Training programs offered by the facility/services shall be posted as determined by Management utilizing one or more of the following: bulletin boards, e-mail, intranet, etc.

APPENDIX A

UNIFORMED SERVICES EMPLOYMENT & REEMPLOYMENT RIGHTS ACT

APPENDIX B

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX COFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. LIGHTING

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. GLARE

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. **MAINTENANCE**

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX DEMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT**Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to: Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

SWHa

U.S. Wage and Hour Division



2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320
Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE A"

PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Ste. 100,
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320 Fax
(916) 478-7329 www.dfeh.ca.gov

"NOTICE B"FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND
PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number
DFEH-100-21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By Bob Stefan
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By William T. Fujioka
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE BUILDING CUSTODIANS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 25th day
of February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of
the County of Los Angeles (hereinafter
referred to as "County")

AND

SEIU, LOCAL 721, CTW, CLC (hereinafter
referred to as "Union").

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITIONSection 1

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, LACEA, SEIU, Local 721, and Local 434, SEIU, as a Joint Council, were certified on October 17, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. R-8-69) as the majority representative of County employees in the Building Custodians Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. On March 26, 1993, Local 434 was designated as the sole representative. Effective January 15, 2000, the Employee Relations Commission recognized LACEA, SEIU, Local 721, as the majority representative of County employees in this Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in the Salaries Article, as well as such classes as may be added hereafter by the Employees Relations Commission. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007, transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU, Local 721 and SEIU, Local 535. Management hereby recognizes Los Angeles County Employees Association, SEIU, Local 721, as the certified majority representative of the employees in said Unit.

Section 2 Exclusive Recognition

Management agrees that it shall recognize SEIU, Local 721 as the exclusive representative of the employees in said Unit when County rules, regulations, or laws are amended, and SEIU, Local 721 has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;

- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof, and;

- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Boulevard, Suite 100, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU, Local 721's Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term, and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOUs. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOUs

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU, Local 721's Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1 Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2 Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3 Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4 Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5 Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6 The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.

2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7 ProceduresLevel 1 Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.
- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2 Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3 Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8 Arbitration

- 1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.

- 2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

- A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they

will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both SEIU, Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or SEIU, Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by

Management, SEIU, Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Local721, SEIU, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working

conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established

procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
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- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum-of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that: 1) no stenographic record of the hearing will be made; 2) there will be no representation by counsel except for in-house staff counsel; and 3) there will be no post hearing briefs.
- 6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
 - 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
 - 8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.

9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1 Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2 Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3 Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4 Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5 Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6 Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7 Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8 Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9 List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10 Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected

employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1 Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) Discontinuing non-County contracted temporary personnel (Government Code Section 31000 et. seq.) who perform functions comparable to County positions subject to demotion or layoff, and

- b) Take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2 Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for

employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3 Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4 Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5 Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business day's notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for

the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTSSection 1 Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant¹, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2 Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

¹For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3 Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.

- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDYSection 1 Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2 Intent

It is the intention of the parties that this article is included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3 Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4 Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide SEIU, Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from SEIU, Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of SEIU, Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service

appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCE

Section 1 Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2 Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3 Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4 Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5 Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

- Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

- FLSA Exempt employees must request EVTO in full work day increments.

- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

- EVTO is not available to employees on any other paid or unpaid leave.

- Department Heads may continue to approve other unpaid leave of absences.

- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1 Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies, the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2 Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance [5.04.090(A)].

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor- Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3 Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4 Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5 Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1 Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2 Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If SEIU, Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt

of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3 Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2 Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.

Section 4

All County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 SEIU, LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a SEIU, Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all SEIU, Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDSSection 1

Management will furnish adequate bulletin board space to Local721, SEIU; where there are existing bulletin boards for the employees in this Unit and where aadequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of Local 721, SEIU, including Local 721, SEIU, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal

holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 HEALTH AND SAFETY

Section 1 Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. SEIU, Local 721 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors. The immediate supervisor will respond within five (5) working days.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter, in writing, to the appropriate Departmental Safety Representative. The Departmental Safety Representative will respond within five (5) working days.

If the employee or the employee's representative is not satisfied with the response of the Departmental Safety Representative, SEIU Local721 may consult with the Chief Executive Office, Risk Management or on his/her designate. A representative of such branch shall respond to the department head and SEIU, Local 721 within (10) working days.

Management shall make available the name and work telephone number of each safety officer/representative in each department and/or work facility. This list will be updated as required.

If SEIU, Local 721 is not satisfied with the response of the Chief Executive Office, Risk Management, the issue may be taken within ten working days to arbitration as set forth in Article 11. During such ten (10) working days, consultation between the department head and SEIU, Local 721 will take place.

On any matter of safety that is not resolved, SEIU, Local 721 may request a meeting between Management and Union representatives.

It is understood and agreed that Local 721 reserves its rights under Article 11, Grievances- General in Character, in cases where SEIU, Local 721 does not consider the resolution of a given safety problem through the procedure outlined herein to be correct in light of the facts of the situation even though the case in dispute may not involve a significantly large number of employees.

Section 2 First Aid Kits

The Departmental Safety Representative or appropriate representative will make every reasonable effort to maintain complete, updated first aid kits at all work facilities and to ensure said kits are accessible to employees.

Section 3

Management and SEIU, Local 721 mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the William-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Act of 1973.

Section 4

Upon request, Management and SEIU, Local 721 mutually agree to establish a joint Health and Safety Committee to review health and safety problems, including but not limited to infections disease control, their causes and prevention and custodial ergonomic issues. The Committee shall consist of four (4) representatives appointed by Local721 and four (4) representatives appointed by Management. The committee shall meet bi-monthly. The committee shall meet on the dates and times mutually agreed upon.

Upon request of SEIU, Local 721, departmental management shall provide SEIU, Local 721 with the total number of Industrial Accidents (IA) regarding unit members of this MOU on file at the time of the request. The information provided will solely consist of a total number of IAs and SHALL NOT include any confidential identifiable data concerning the employee in any manner. Only a total number of IAs on file at the time of the request shall be furnished to SEIU, Local 721.

Section 5

Management agrees that protective clothing and devices currently available to employees shall remain available as long as Management requires such clothing and devices to be used. Where Management continues to require such clothing and devices to be used, Management will use its best efforts to provide replacements within a reasonable time.

Employees shall be given appropriate gear when handling wastes including but not limited to urine, feces, lice infested materials, vomit, materials exposed to contagious diseases, and bed pans.

Section 6

The Department of Health Services Management agrees to provide health and safety and bioterrorism training on an annual basis, and as needed, for personnel working with dangerous equipment including, but not limited to, incinerators, decontamination of test tubes and bio-hazardous wastes.

Section 7

Management agrees to provide small containers for disposal of needles and other hazardous wastes where appropriate.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (E-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICESSection 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2 Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDS

Section 1 Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2

It is agreed by the parties of the Memorandum of Understanding that SEIU, SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who has been selected as stewards. This list shall be kept current by SEIU, Local 721.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing shall first obtain permission from their immediate supervisor, and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of

the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1 Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals. Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed),

Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2 Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3 Staffing

A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4 Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.

- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.

- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.

- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.

- F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5 Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.
- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.

- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.

- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resources office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.

- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.

- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.

- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as “total amount of continuous service within the County”. This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6 Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives,

and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 7 Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan.

The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.

2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).
2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.

3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.

4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8 Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9 Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10 DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including but not limited to study guides and practice skills labs;
- Study time and remediation; and
- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42 DEPARTMENT OF MENTAL HEALTH – HEALTHCARE REFORM

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for and responding to changes under healthcare reform and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare reform before implementation.

The committee will have fifteen (15) Local 721 employee representatives. Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform in DMH' when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization with the goal of achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.
- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform Committee.

This article will expire on September 30, 2015, with the exception of the section on work place safety. If the parties have not completed the work of DMH health care reform by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, and Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44 DISCIPLINARY MATERIALS

If an employee is disciplined, the employee will be provided with all documents upon which the discipline is based. Copies will be furnished to the Union upon request.

ARTICLE 45 ACCUMULATION OF LATE MINUTES

Management agrees that there will be no accumulation of incidents of tardiness of fewer than fifteen (15) minutes for the purpose of reducing the pay of any employee in this unit.

ARTICLE 46 WORK SCHEDULES

Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days of work per week. Nothing herein shall be construed to modify in any manner whatsoever a workday or workweek as defined by the County Code.

Section 1 Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. These work schedules shall be made known to the employee and shall not be changed, except as provided in Section 4, without notice to the employee at least ten working days prior to the date the change is to be effective.

Employees may request alternative work schedules such as a nine (9) day- 80 hour two week schedule or a four (4) day- 40 hour week schedule. Management will respond to the employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor and Standards Act will not be placed on alternate work schedules that mandate the payment of overtime Under the Act.

Section 2 Work Week

The work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. Normally, the work schedule will consist of five- 8 hour work days, Monday through Friday.

Section 3

Nothing herein shall be construed to affect in any manner whatsoever existing irregular workday or workweek assignments required for the performance of necessary functions. Irregular work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective.

Section 4 Emergencies

Nothing herein shall limit the authority of the department head to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency; it being understood such authority will not be exercised in a capricious, arbitrary or unreasonable manner.

ARTICLE 47 VACATION SCHEDULING

Vacations shall be scheduled to provide adequate staffing. The employee with the greatest seniority will be given the opportunity to have first choice of his/her vacation schedule with the other employees being given their choice of vacation schedules in descending order of seniority. An employee may exercise his/her seniority only within the facility to which he/she is permanently assigned.

For the purpose of this article, seniority shall be defined as the total amount of continuous service within a classification within the department of hire.

In case of a tie affecting two or more employees in the same or different classes, the opportunity to choose a vacation schedule will be given to the employees in the order of their departmental seniority.

Split vacations are permissible if they do not interfere with adequate staffing. Employees taking split vacations shall be allowed their choice in accordance with this provision for the first vacation period only. No employee may change his/her choice if it conflicts with the choice of another employee or if it interferes with adequate staffing.

Justification for the cancellation of a scheduled vacation by Management shall be based on inadequate staffing due to such reasons as illness, injury or an act of God.

In the Department of Health Services, each hospital or bureau shall be considered a separate facility.

ARTICLE 48 TRANSFER & ASSIGNMENT - INTERNAL SERVICES
DEPARTMENT AND HEALTH SERVICES DEPARTMENT

- A. Employee initiated transfer requests from one area to another area:
1. A request for a transfer of assignment must be in writing on the departmental "Request for Assignment" form and processed through the section or Area Head to the Division Head. Within 10 working days the Division Head shall either approve the request or deny it based on lack of qualifications, other evidence of substandard performance or lack of openings. Upon approval, the form shall be processed by the Internal Services Department as provided herein.
 2. Probationers, non-permanent employees and employees whose work performance is documented as substandard shall not be considered for transfer from one area to another.
 3. Requests for reassignment must be confined to requests from one departmental area to another. A request for reassignment from one area to a specific building within another area will not be considered.
 4. In the event two or more employees request reassignment to an opening in an area other than their own, the reassignment shall be made on the basis of departmental seniority among those requests on file at the time of the opening. When there is more than one request for reassignment

into a specific area and departmental seniority is identical, the date of the request for reassignment shall be the deciding factor.

5. Reassignments, when approved, shall be made as soon as possible, but only when an acceptable replacement for the employee requesting the reassignment is available.
 6. A file of all employee requests for reassignment from one area to another shall be maintained in the respective departmental division office. Such requests shall be held on file as active for a period of six months, after which time they will be expunged.
- B. Departmental initiated transfers of employees from one area to another area:
1. When the demands of the service require that transfers of employees be initiated from one area to another, Division Chief shall first process all transfers previously requested on the "Request for Assignment" form. Such a review shall consider requests for transfer for those affected employees in the affected areas only.
 2. If the demand for transfers continues after the implementation of Section B (1) above, the department shall seek volunteers from the affected area.

3. If the demand for transfer continues after the implementation of Section B (1) and (2) above, the department shall then initiate the transfer to fill the need, based on the inverse order of County seniority of permanent employees in the affected area.
 4. Employees selected involuntarily to transfer from one area to another shall be given ten days written notice of the transfer. Such notice may be waived by the employee.
- C. Departmental initiated transfers of employees from General Fund buildings to Cost Applied and Revenue Producing buildings, outside the area:
1. When the demands of the service require that transfers of employees be initiated from a General Fund building to a cost Applied and Revenue Producing building, the Division Chief shall first process all transfers previously requested on the "Request for Assignment" form. Such a review shall consider requests for transfers for those affected employees in the affected building. Other employees who have transfer requests on file for the affected area shall be considered for voluntary transfer to the affected building if they are presently assigned to a Cost Applied and Revenue Producing Building.

2. If the demand for transfers continues after the implementation of Section C (1) above, the Department shall seek volunteers from the affected building.
 3. If the demand for transfers continues after the implementation of Section C (1) and (2) above, the Department shall then initiate the transfers to fill the need based on the inverse order of County seniority of permanent employees in the affected building.
- D. Transfer from one work assignment or building to another within the same area: The department shall have the right to transfer employees from one work location to another within his assigned area to meet the needs of the service.
- E. Transfer from one shift to another shift:
1. A transfer from one regular scheduled shift to another may be requested by employees. Such transfer requests shall be processed as provided in Part A above - Employee initiated transfer requests from one area to another.
 2. In the event the department initiates a transfer of employees from one regular scheduled shift to another, such transfers shall be processed as provided in Part B above - Departmental initiated transfers of employees from one area to another area.

ARTICLE 49 TRANSFERS (NOT APPLICABLE TO INTERNAL SERVICES
AND HEALTH SERVICES DEPARTMENT EMPLOYEES)

Any employee covered herein may submit a written request for transfer and have his/her name placed on a list to be kept by the manager of the work location to which the employee is requesting a transfer. The request will be retained for a period of six months. It is understood that the request is for an available, vacant position in the same classification within the employee's department. Management will consider these requests for transfer when filling vacancies. However, this Article in no way is intended to limit Management's authority to make appointment.

ARTICLE 50 UNIFORMS

Section 1

The parties agree that the following set of uniforms will be provided during the life of this agreement as prescribed by Management:

- eleven (11) pairs of trousers,
- eleven (11) shirts,
- one (1) jacket, and
- one (1) set of rain gear, as needed.

Newly appointed Elevator Operators will be provided with two (2) ties.

In addition, Management will provide the following gear as needed:

- Masks,
- Goggles,
- Thick gloves, industry standard in the protection against needle punctures, and
- Protective coveralls.

Section 2

In the event any employee terminates County employment within six months, the basic articles of uniform must be returned to the County upon termination.

Section 3

Notwithstanding any of the above, rental uniforms remains the property of the rental service.

Section 4

Management agrees to replace not more than the articles of uniform defined in paragraph one on an as-needed basis. Worn-out articles of uniform must be turned in to Department Management in order to obtain replacements. Management will use its best efforts to provide clothing within a reasonable time.

Section 5

Management shall launder uniforms in accordance with Los Angeles County Code Section 5.72.070.

Section 6

Nothing herein shall be construed to modify, in any manner whatsoever, the uniform standards in the Sheriff's Department, nor shall anything herein be construed as a waiver of Management's right to establish, change and/or modify uniform standards and dress codes.

Section 7

Employees shall not be financially liable for a surcharge on items required to be in their possession by Management as a condition of employment.

Nothing herein shall be construed to modify, in any manner whatsoever, established departmental replacement costs, nor shall anything herein be construed as a waiver of Management's rights to establish, change, and/or modify replacement costs.

ARTICLE 51 LAUNDRY ACTIVITIES COMMITTEE - UNIFORMS

Management will recognize a Laundry Activities Committee. The Committee shall consist of not more than four County employees each from the Internal Services Department (ISD) and the Department of Health Services, selected by SEIU, Local 721.

The Committee shall, where appropriate, join with their respective management to process laundry grievances with the laundry contracting company.

ARTICLE 52 WORKLOADSection 1 Commitment

Management and the Departments of Internal Services, Health Services (Hospitals/Comprehensive Health Centers/Juvenile Court Health Services), Public Health, Mental Health, Sheriff, Parks and Recreation, Probation and other Departments that employ BU 201 County employees agree that there should be adequate staff to provide safe patient and client care.

Section 2 Equitable Workload

Based upon operational needs and skills and competencies, Management will assign work equitably.

Section 3 Resolution of Complaints

When an employee believes that he/she has been persistently overworked, that employee may protest the work assignment to the immediate supervisor, but a good faith effort must be made to comply with the work assignment. Such protest shall be submitted in writing at the end of the shift.

Management must investigate the complaint and if this situation continues beyond the second day, the employee may proceed through the grievance procedure by filing a grievance at the third level.

When Management agrees that an overwork situation exists, action will be taken within the grievance time limits to remedy the overwork situation. If Management denies the grievance that the employee is overworked, and the employee believes that the overwork situation continues, the employee may appeal that decision through the arbitration provisions of this MOU.

Section 4 Labor-Management Committee

- A. The parties agree to establish a joint BU 201 Countywide Labor-Management Workload Committee. The purpose of this committee is to provide a forum where Building Custodians of specific facilities/departments and Management meet to address issues of concern to both line staff and management and share information regarding workload and staffing.

- B. The committee shall be limited to a total of eight members Countywide, unless the parties mutually agree otherwise. Four (4) members shall be appointed by Management and four (4) members shall be appointed by SEIU, Local 721.

- C. The committee shall meet on a monthly or bi-monthly basis, as needed, on a date and at a time agreed to by Management and the Union. If a meeting must be cancelled by either party, every effort will be made to reschedule the meeting within twenty-four hours.

- D. Meetings will be held on County time. Every reasonable effort will be made to enable committee members assigned to the evening/night shift(s) to attend committee meetings without loss of compensation.

ARTICLE 53 TRAINING

Section 1

The parties agree to establish a Joint Labor-Management Committee on Education and Training within sixty (60) days of the effective date of this agreement. This Committee shall consist of three representatives of Management and three representatives of SEIU, Local 721.

This Committee shall meet regularly on request of either party, but not less than quarterly, on County time to discuss training policies and career development programs concerning employees in this Unit.

Section 2

The parties agree to recommend to the Los Angeles County Labor-Management Committee on Productivity Enhancement that an item for their agenda be a career advancement/placement/retraining program for employees in this unit.

Section 3

Management will make every reasonable effort to avoid changing employee work schedules when an employee is enrolled in an educational program approved by Management. Prior written verification must be provided by the employee at the beginning of each period of enrollment. Dependent on the needs of the service,

management will make every effort to accommodate employees in order that they may attend training courses.

Section 4

Management agrees to provide training in the handling of bio-hazardous materials to custodians in the Department of Health Services who work in patient care areas.

The parties agree that the committee will be responsible for identifying areas in which training is required, i.e. handling of bio-hazardous materials, and responsibilities related to terrorism awareness. The committee shall also be responsible for recommending the best methodology for addressing training needs to management. It is understood and agreed that the Labor-Management Committee on Education and Training will be advisory in nature.

Section 5

As determined by Management, and/or laws and regulations, annual health and safety training will be made available to members of the Bargaining Unit. Upon completion of training, a Certificate of Completion may be issued.

ARTICLE 54 HOSPITAL VISITING HOURS

It is the intent of both Management and Local 721 continue discussions at both LAC/USC Medical Center and Martin Luther King, Jr./Drew Medical Center regarding the implementation of established hospital visiting hours.

ARTICLE 55 WEARING OF UNION BUTTONS

Management shall permit employees to wear official Union buttons or pins of a reasonable size consistent with safety and hygiene. Certain work areas may be designed where such buttons or pins may not be worn for reasons of hygiene or safety.

ARTICLE 56 AFFIRMATIVE ACTION

The Department of Internal Services agrees to convene a departmental Affirmative Action Committee composed of an equal number of Management representatives and employee representatives (selected from various interested employee organizations representing employees in the department). All recommendations that are mutually agreed to by the management and employee representatives shall be implemented by the department.

ARTICLE 57 OVERTIMESection 1 Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Acts, 29 U.S.C. §201, et. seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.
- B. The County will pay employees for any overtime worked at a rate of one and one-half (1%) time his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
- C. Upon the effective date of this Memorandum of Understanding, and at the discretion of Management, an employee may accrue compensatory time off, in lieu of pay, at a rate of one and one-half (1%) hours for each hour of overtime to a maximum of 54 hours worked. The employee may request this option when the employee works overtime. Management shall not decide to order or authorize overtime based on the employee's preference of pay or compensatory

time off. Notwithstanding the provisions of this Section 1, employees of the Department of Internal Services shall not accrue compensatory time off in lieu of pay.

Section 2 Usage Earned Compensatory Time-Non Exempt Employees

- A. Effective with the implementation of this MOU, with prior approval of Management, new accumulated compensatory time off not used during the calendar year in which it is earned may be carried over for up to one year, not to exceed 81 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee as provided by the Fair Labor Standards Act rather than lost.

Employees shall not be directed by Management to take non-FLSA compensatory time off without at least ten (10) business days prior notice. An employee shall be permitted to use such time off within a reasonable period after submitting a written request for time off, providing such time off does not unduly disrupt departmental operations

Section 3 Exempt Employees

If during the term of this Agreement, any bargaining unit employee is determined to be exempt, as defined by the Fair Labor Standards Act, the parties shall meet and consult regarding overtime coverage and the overtime rate to be applied to said employees.

Section 4 Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work. Permanent full-time employees shall have first choice of overtime work providing a specialized skill or ability is not required.

Section 5 Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 6

Notwithstanding any other provisions of this Memorandum of Understanding:

- A. Between October 1, 1993 and June 30, 1994 only, all overtime shall be compensated with compensatory time off (CTO) as provided for in subparagraphs (1) (4), below.

1. To the extent such time would have qualified for time and one-half pay under other provisions of this MOU (including time and one-half pay at the employee's option), such time shall be compensated with time and one-half OT, subject only to the maximum accumulation of 240 hours or 480 hours for employees working in a public safety activity, an emergency response activity or a seasonal activity as defined by Fair Labor Standards Act regulations.
 2. To the extent such time would have qualified for straight time pay under other provisions of this MOU, such time shall be compensated with straight time OT.
 3. Such to either (a) may be taken off at the request of an employee subject to Management approval or (b) shall be maintained "on the book."
 4. Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.
- B. All overtime worked on or after July 1, 1994, shall be subject to the overtime provisions in effect on September 30, 1993.

- C. On or after October 1, 2000, at the employee's option, time "on the books" may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of his or her OT accrual balance may subject a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

- D. Time accrued between October 1, 1993, and June 30, 1994, shall be taken off only at the request of the employee. For any OT accrued during other periods, nothing in this Section shall be construed to limit Management's authority to direct any employee to take accumulated OT as provided elsewhere in this MOU.

- E. July 1, 1994 through June 30, 1995, the Board of Supervisors may pay for OT accrued between October 1, 1993 and June 30, 1994 at the rate of pay then in effect for the employee.

Section 7

Based on the needs of the service, any employee of this Bargaining Unit may request overtime on an inter-facility basis contingent on Management approval.

ARTICLE 58 COMMUNICATION TECHNOLOGIES

Members of this bargaining unit shall have access to a designated computer and printer at each worksite where custodians are located. Update word processing software and County intranet access including Countywide vacancy listings shall be made available to all members of the bargaining unit. E-mail accessibility shall be determined by Management based on the needs of the service. E-mail accessibility shall not be unreasonably denied.

ARTICLE 59 WEEKEND WORK

Management will make every effort to develop schedule's that will provide employees of this Unit with at least every other weekend off. No employee in this bargaining unit shall be unfairly disadvantaged in the scheduling of weekends off.

During the initial orientation period, newly hired Bargaining Unit employees shall have access to a trainer while working on their shifts.

Upon written request of SEIU, Local 721, a Joint Labor-Management Work Group shall be convened with the goal of assessing the feasibility of providing two weekends off a month for members of this Bargaining Unit. The Work Group shall consist of a core of two Labor representatives and two Management representatives.

An additional three members each from Labor and Management will be added from each work area where weekend scheduling is being studied.

ARTICLE 60 EQUIPMENT

Section 1

As prescribed by Management, the following equipment, in sufficient quantity, will be provided to personnel in order to properly carry out their duties:

Plastic trash cans

Custodian carts made of light-weight materials

Floor scrubbers

Dust pans

Mops and Brooms

Plastic baskets

Trash bags

Cleaning brushes

Towels

Rags

Cleaning agents

Section 2

It shall be within Management's discretion to decide whether to repair or replace damaged equipment. As such, where Management, based on operational need, deems equipment defective and decides to repair or replace said equipment, repairs and or replacements will be initiated within a reasonable time.

ARTICLE 61 BU 201 BUILDING CUSTODIANS COUNTYWIDE LABOR-
MANAGEMENT COMMITTEE

The parties agree to establish a SEIU, Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance 5.040.090 (A) on all issues of mutual concerns, including but not limited to, green issues, productivity enhancement, training, bilingual staffing, custodial classification structure, contracting out, child care, development of educational programs, health and safety, weekend work, and overtime and compensation issues.

- A. The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members from all SEIU, Local 721 Units shall be appointed by the General Manager, LACEA, SEIU Local721.

- B. The meetings shall be quarterly and shall commence within 30 days of the ratification of the contract.

- C. Meetings shall be on County time and Management shall make every reasonable effort to adjust staffing to allow for meeting attendance.

- D. The Committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 62 SPECIAL PAY PRACTICESSection 1 Evening and Night Shift Differential

During the period of this Memorandum of Understanding any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in the County Code shall receive a per hour bonus of 65 cents for each hour worked during said shifts.

Section 2 Waxer Bonus

During the period of this Memorandum of Understanding any employee on a permanent full-time position of Custodian (Item No. 6774) who is assigned to perform only floor waxing duties on a full-time, monthly basis, shall receive, in addition to his/her regular salary, a bonus of \$120 per month for each full month or major fraction thereof on such assignment.

Section 3 Fire Watch Bonus

Effective February 1, 1998, upon authorization of the Chief Executive Officer, any person in a Custodian classification (Item #6774) who is regularly assigned on a 40-hour-week basis to act as a watchman in addition to his/her duties to County buildings, shall be entitled to receive compensation at a rate two schedules higher than set forth for his/her position in Article 56, Salaries, Section 1.

Such additional compensation shall not affect the anniversary date, nor shall it affect the step advancement of any such person in that position. The additional compensation provided in this article shall not constitute a base rate.

In the event that it is necessary for a Custodian to act as a watchman in addition to his/her regular duties on other than a 40-hour-week basis, he/she shall be entitled to receive additional compensation at the rate of \$0.10 per hour for each hour of assigned service.

Section 4 Bonus Allowance*

On November 1st of each year of this contract, Management agrees to pay all permanent employees in the following items: Custodian (Item #6774), Elevator Operator (Item #6552), Floor Care Specialist (Item #6769), Housekeeper (Item #6711), and Inmate Crew Leader (Item #6777) \$300.00. *This is not a base rate bonus.

Section 5 Call Back

Whenever an employee is unexpectedly ordered by his/her Department Head or designated Management representative to return to work following the termination of his/her normal work shift and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half (1%) of the employee's regular rate of pay. Work performed in excess of four (4) hours will be compensated for in accordance with provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four (4) hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four (4) hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two (2) hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

ARTICLE 63 SALARIESSection 1 Recommend Salary Adjustment

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6774	CUSTODIAN	CURRENT	NM	56D	1933.73	2541.82
		12/13/2013	NM	57A	1973.00	2592.00
		10/01/2014	NM	57J	2012.27	2642.91
		02/01/2015	NM	58F	2052.91	2695.18
9306	CUSTODIAN, NC	CURRENT		FH		12.35
		12/13/2013		FH		12.60
		10/01/2014		FH		12.85
		02/01/2015		FH		13.11
6552	ELEVATOR OPERATOR	CURRENT	NM	56D	1933.73	2541.82
		12/13/2013	NM	57A	1973.00	2592.00
		10/01/2014	NM	57J	2012.27	2642.91
		02/01/2015	NM	58F	2052.91	2695.18
6769	FLOOR CARE SPECIALIST	CURRENT	NM	60B	2147.45	2815.00
		12/13/2013	NM	60K	2191.09	2871.00
		10/01/2014	NM	61G	2235.27	2927.00
		02/01/2015	NM	62D	2280.45	2984.09
6711	HOUSEKEEPER	CURRENT	NM	56D	1933.73	2541.82
		12/13/2013	NM	57A	1973.00	2592.00
		10/01/2014	NM	57J	2012.27	2642.91
		02/01/2015	NM	58F	2052.91	2695.18
6777	INMATE CREW LEADER	CURRENT	NM	60B	2147.45	2815.00
		12/13/2013	NM	60K	2191.09	2871.00
		10/01/2014	NM	61G	2235.27	2927.00
		02/01/2015	NM	62D	2280.45	2984.09

A. Options/Salary-Coordinated Bargaining

At SEIU, Local 721's sole option, the Union may re-open the 2003-2006 Fringe Benefit MOU (Article 8, Options) and the Individual Unit Contracts (Salary Article) for the purpose of negotiating a shift of general movement salary dollars to increase the County's Options (Health Insurance) contribution in 2005 and/or 2006.

Section 2 Step Advances

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better performance evaluation has been filed by the employee's department. The performance evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- B. If no performance review is filed as defined in an above or if an employee receives an improvement needed performance evaluation, the employee's step advance will not be granted on the date due.

Where no performance evaluation is issued in accordance with Paragraph A above, the employee may request his department head in writing to issue a performance evaluation. The department head shall issue a performance

evaluation within five (5) days of the employee request. If said evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- C. Grievances arising out of this Section shall be processed as follows:
1. Where no performance evaluation has been issued in accordance with Paragraph B above, the employee may file a grievance with the Department of Human Resources. If the Director of Human Resources fails to obtain issuance of such performance evaluation within ten (10) days after the grievance is filed with the Director of Human Resources, the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to his/her step advance anniversary date.
 2. Where the department head issues a performance evaluation upon request of the Director of Human Resources and said performance evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to his/her step advance anniversary date.

3. Grievance based on an improvement needed performance evaluation shall be filed within (10) days of issuance with the department head or his/her designated representative who shall respond to the grievance within ten (10) days.

Appeals from a department head decision shall be processed in accordance with Civil Service Commission Rules.

During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations with adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX B

OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. **LIGHTING**

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. **GLARE**

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. **KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS**

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. **MAINTENANCE**

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX C
EMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave; most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:
 Interfere with, restrain, or deny the exercise of any right provided under FMLA;
 Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
 1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division



2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE A"

PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Ste. 100,
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320 Fax (916) 478-
7329 www.dfeh.ca.gov

"NOTICE B"FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND
PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA- eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number
DFEH-100-21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By Bob Schorn
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

William T. Fujoka
WILLIAM T FUJOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
INSTITUTIONAL SUPPORT SERVICES
EMPLOYEES UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representative
(hereinafter) referred to as "Management") of
the County of Los Angeles (hereinafter
referred to as "County")

Los Angeles County Employees Association,
SEIU, Local 721, CTW, CLC (hereinafter
referred to as "Union").

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Los Angeles County Employees Association, SEIU, Local 721, was certified on April 23, 1970 by County's Employee Relations Commission (Employee Relations Commission File No. R-74-69) as the majority representative of County Employees in the INSTITUTIONAL SUPPORT SERVICES Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007, transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU Local 660 and SEIU, Local 535. Management hereby recognizes Los Angeles County Employees Association, SEIU, Local 721 as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management agrees that it shall recognize SEIU, Local 721, as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and SEIU, LOCAL 721, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the, Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term, and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from

his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.

4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly

involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.
- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
 - C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will

select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination
 - Implementation
 - Term
 - Renegotiation
 - Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding

on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working

conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
- 6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
 - 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
 - 8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
 - 9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.
11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-discrimination
 - Implementation Term
 - Renegotiation
 - Safety and Health
 - Payroll Deductions and Dues
 - Authorized Agents
 - Provisions of Law
 - Workplace
 - Retraining
 - New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such

changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and

- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and

enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3. Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4. Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such

employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the

additional responsibilities' bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTSSection 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or

to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDY

Section 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been

exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCESection 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.

C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the

- departments in determining projected savings.
- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

 - In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

 - An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

 - EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

 - Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.
- FLSA Exempt employees must request EVTO in full work day increments.
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
- EVTO is not available to employees on any other paid or unpaid leave.
- Department Heads may continue to approve other unpaid leave of absences.
- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.
- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECKSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor- Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as

ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC I.

Section 4.

All County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who

successfully complete each training program for placement consideration.

Section 5.

each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34LOCAL 721 COUNTY-WIDE JOINT LABOR-
MANAGEMENT COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDS

Section 1.

Management will furnish adequate bulletin board space to SEIU, Local 721 where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the

receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTH

Section 1

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. SEIU, Local 721, will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors. The immediate supervisor will respond within five (5) working days.

If such conditions cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter in writing to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or the employee's representative is not satisfied with the response of the safety officer, SEIU, Local 721, may consult with the Chief Administrative Office, Risk Management or his/her designate. A representative of such branch shall respond to the department head and SEIU, Local 721, within ten (10) working days.

If SEIU, Local 721, is not satisfied with the response of the Chief Administrative Office, Risk Management, the issue may be taken within ten working days to arbitration as set forth in Article 9. During such ten (10) working days, consultation between the

department head and SEIU, Local 721, will take place. Management shall make available the name and work telephone number of each safety officer/representative in each department and/or work facility. This list will be updated as required.

Section 2

Management agrees that protective clothing and devices currently available to employees shall remain available as long as Management requires such clothing and devices to be used.

Section 3

Management and SEIU, Local 721, mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Act of 1973.

Section 4

Management and SEIU, Local 721, mutually agree to establish a joint Health and Safety Committee to review health and safety problems, including but not limited to infectious disease control, their causes and prevention and Institutional Support Services ergonomic issues. The committee size shall be mutually agreed upon by the Union and Management. The committee shall meet on the dates and times mutually agreed upon.

Section 5

The departmental safety officer or appropriate representative will make every reasonable effort to update and maintain complete first aid kits at all work facilities and to ensure said kits are accessible to employees.

Section 6

Nothing herein precludes Management from combining Health and Safety Committees.

Section 7

Sheriff's Management will ensure that sworn or Custody Assistant personnel are available in the general work area when civilian staff are in common areas where inmates/trustees are present.

Section 8

Sheriff's Management will, on an annual basis, provide emergency and safety tactics training, on a volunteer basis, to line staff members of this bargaining unit.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (e-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICES

Section 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2 Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.
2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or

3. other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

4. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

5. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDS

Section 1. Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by SEIU, Local 721.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available.

Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1 Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals.

Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives

and CEO staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2 Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3 Staffing

A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4 Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.
- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.

- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.

- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.

- F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited

to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5 Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.
- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.
- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been

agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.

- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resources office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.
- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.
- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.
- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the

County". This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6 Patient Transport Teams (Lift Teams)

Department of Health Services facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 7 Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.

2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).
2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.
4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi-person

intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8 Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9 Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10 DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including but not limited to study guides and practice skills labs;
- Study time and remediation; and
- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42DEPARTMENT OF MENTAL HEALTH HEALTH CARE REFORM

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for and responding to changes under healthcare reform and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare reform before implementation.

The committee will have fifteen (15) Local 721 employee representatives.

Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform in DMH' when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization with the goal of achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.
- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform Committee

This article will expire on September 30, 2015, with the exception of the section on work place safety. If the parties have not completed the work of DMH health care reform by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with SEIU, Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44 HOLIDAYS

1. Whenever a holiday (as defined in the Los Angeles County Code for Los Angeles County as heretofore applied) occurs on an employee's regularly scheduled day off, the employee is entitled to an additional day off with pay.

2. Whenever an employee works on an overtime basis on a day which is both a holiday and regularly scheduled day off, the employee is entitled to an additional day off and compensation at premium overtime rates providing he/she otherwise qualifies for such payment.

3. Management will make every effort to furnish employees with a summary statement of accrued holiday time.

ARTICLE 45 POSTING OF VACANCIES

Section 1

The department promulgating the promotional examination shall post the examination for at least 10 days pursuant to Civil Service Rule 7.03.

Other than promotional opportunities, dependent on the needs of the of the service and or/or operational concerns, Management will post for at least 10 days, in places centrally located and accessible during operating hours on a bulletin board or boards designated expressly for this purpose.

In addition, employees are referred to the following resources to find promotional opportunities and vacancies to be filled:

1. Department of Human Resources
Employment Information Services Office
3333 Wilshire Boulevard
Los Angeles, CA 90010

Bulletins for Open-Competitive and Inter-Departmental Promotional examinations are posted at this site.

2. County of Los Angeles Employment Information

- Countywide Hotline for open-competitive exams (800) 970-5478
- Los Angeles Superior Court & Municipal Courts (213) 974-5444
- Children's Services (213) 351-6417
- Community Development Commission (323) 890-7326
- Coroner (323) 343-0761
- Fire Department (213) 881-2308
- Health Services
 - Public Health (213) 974-2583
 - LAC+USC Medical Center (323) 890-8322
 - High Desert (661) 945-8506
- Mental Health (213) 738-4703
- Probation (562) 940-2554
- Public Works (626) 458-EXAM
- Sheriff's Department
 - Sworn 1-800-A-DEPUTY
 - Civilian (323) 526-5611

3. For on-line job information visit the County's website at: [http:// www.lacounty.info](http://www.lacounty.info).

For open-competitive and interdepartmental promotional exams, click on "General Information" and select "Job Opportunities". For information on openings, go to the specific department of your choice. The County website can be accessed through the internet terminal at city and county public libraries.

Section 2

Management agrees to also post vacancies and promotional opportunities on one or more of the following: DHR intranet, Department intranet, Department electronic bulletin boards, and/or JDIC announcement(s).

ARTICLE 46 WEARING OF UNION BUTTONS

Management shall permit employees to wear official Union buttons or pins of a reasonable size consistent with safety and hygiene. Certain work areas may be designated where such buttons or pins may not be worn for reasons of hygiene or safety.

ARTICLE 47 TRAINING

Management and SEIU, Local 721 recognize that training programs and the advancement of employees to positions of higher skill are matters of great importance and interest to Management, SEIU, Local 721 and the employees covered by this Memorandum.

Management, upon the official request of SEIU, Local 721 will meet with SEIU, Local 721, to consult concerning any specific existing training programs or upgrading opportunities and for the development of any new training program. The Committee will make every reasonable effort to identify a new source of funding to support such programs.

It is agreed that one joint Labor Management Committee on education and training shall be established within ninety (90) days of the effective date of this agreement.

This Committee shall consist of three (3) representatives of Management and three (3) representatives of employees.

This Committee shall meet regularly on request of either party, but not less than quarterly on County time, to discuss training policies and career development programs concerning employees in this Unit.

Nothing in this Article shall be construed as limiting Management's authority to make temporary assignments on higher rated classes for the purpose of qualifying the employee for promotional examinations or training.

ARTICLE 48 TRANSFERS

Section 1 All County Departments except for the Department of Health Services, Public Health, and the Sheriff Department

Any employee covered herein may submit a written request for transfer within his/her own department and have his/her name placed on a list to be kept by the manager of the work location to which the employee is requesting a transfer. Management shall inform the employee of the decision of the request within a reasonable amount of time.

Any employee covered herein who wishes to transfer to another County department may submit a written request for such transfer and have his/her name placed on a list to be kept by the personnel office of the department to which the employee is requesting a transfer. These requests will be retained for a period of six months. It is understood that these requests are for an available, vacant position in the same classification. Management will consider these requests for transfer when filling vacancies. However, this article in no way is intended to limit management's authority to make appointments.

Section 2 Department of Health Services, Public Health, and Sheriff Department

The following section shall only apply to the Department of Health Services.

When vacancies occur in a position in classifications in this bargaining unit, appropriate timely notices will be posted on bulletin boards where unit employees work advising of the vacancy. Each notice shall have on it the date the notice was posted on the bulletin board.

A. Employee initiated transfer requests from one area to another:

1. Employees seeking to transfer to any vacancies shall have the right to submit a request to their personnel office for assignment to any such vacancy. A request for a transfer of assignment must be in writing. Within 10 working days Management shall either approve the request or deny it based on lack of qualification, other evidence of substandard performance or lack of openings. Upon approval, the form shall be processed by the appropriate Department as provided herein.
2. Probationers, non-permanent employees and employees whose work performance is documented as substandard shall not be considered for transfer from one area to another.
3. In the event two or more qualified employees request transfer to an opening in an area other than their own, the transfer shall be made on the basis of departmental seniority(for Sheriff Department Food Services unit seniority) among those requests on file at the time of the opening. When there is more than one request for reassignment into a specific area and departmental seniority is identical, the date of the request shall be the deciding factor.
4. Transfers when approved shall be made as soon as reasonably possible.

5. A file of all employee requests for transfers from one area shall be maintained in the respective departmental division office. Such requests shall be held on file as active for a period of six months, after which time they shall be expunged.

B. Departmental initiated transfers of employees from one area to another area:

1. When the demands of the service require the transfers of employees be initiated from one area to another, Management shall first process those transfer requests on file from qualified employees.
2. If the need for transfers remains after implementation of Section A above, Management shall seek volunteers.
3. If the need for transfers remains after implementation of Sections A and B above, Management shall then initiate any transfers necessary to meet the needs, based on inverse order of County seniority of permanent employees in the affected area.
4. Employees selected involuntarily to transfer from one area to another, shall be given 10 days written notice of the transfer.

Management shall have the right to transfer an employee from one work location to another within his/her facility to meet the needs of the service.

C. Shift Transfers

1. Employees may request transfer from one regular scheduled shift to another. Such transfer request shall be processed as provided in sub-section B above.

2. In the event Management initiates a transfer of an employee from one regular shift to another, such transfers shall be processed as provided in sub-section B above.

It is understood that except for disciplinary reasons and/or extraordinary circumstances (e.g. staffing overages), an employee who is otherwise performing competently will not be transferred to accommodate an employee with greater seniority.

ARTICLE 49 VACATIONS

Section 1 Vacation Deferral

The parties agree that when requested by the employee and authorized by the Department Head, vacation time may be deferred for more than one year. However, an employee's maximum current and deferred vacation accrual shall not exceed 40 days (320 hours) at any time.

Section 2 Vacation Scheduling

Vacation periods shall be scheduled by Management to provide adequate staffing. Such schedules shall be subject to the needs of County service.

Employees shall be entitled to take authorized vacations in accordance with the following procedures:

1. At least annually, Management shall prepare and post a vacation schedule for all employees in each work facility in a timely manner. Management will use its best efforts to post vacation schedules as soon as practicable, but in no event shall the schedule be posted later than the end of March of each year. Said schedule shall be updated monthly or as needed thereafter.
2. The employee with the greatest seniority will be given the opportunity to have first choice of his vacation schedule, with the other employees being given their choice of vacation schedules in descending order of seniority.

3. Having once made such a choice, no employee may change his vacation schedule if such change will conflict with the choice of any other employee in the facility or unless the affected employee and Management agree to such a change.
4. For the purpose of this Article, employees assigned to a facility after the annual vacation schedule has been prepared waive any seniority rights they may have had until the next vacation schedule is prepared.
5. For the purpose of this Article, seniority shall be defined as the total amount of continuous service within a classification within the department. An employee may exercise his seniority only within the work location to which he is permanently assigned.
6. In the case of a tie involving two or more employees, the opportunity to choose a vacation schedule will be given to the employees in the order of their County seniority.
7. For the application of this provision each County medical facility shall be considered as a separate department.
8. The Community Health Services shall continue the current practice, i.e. department seniority is controlling.

9. The Sheriff's Department shall continue the current practice, i.e. departmental seniority is controlling.

10. For the purpose of scheduling vacations, employees involuntarily transferred due to workforce reductions, shall retain the same seniority for the first year after the transfer that they previously held in the previous job location.

ARTICLE 50 CONSULTATION

- A. County Management agrees to consult with SEIU, Local 721 in conformity with Section 5 and Section 6(a) of the Employee Relations Ordinance.

- B. Management agrees to consult with SEIU, Local 721 when new educational requirements are mandated by State law as requisites for maintenance of license or registration.

The purpose of said consultation is to review means by which necessary training can be made available to Unit members.

ARTICLE 51 ACCUMULATION OF LATE MINUTES

Management shall distribute a Memorandum that there will be no accumulation of incidents of tardiness of under 15 minutes for the purpose of reducing the pay of any employee covered by this Memorandum.

ARTICLE 52 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any right or privileges in addition to those provided in the said Government Code.

ARTICLE 53 AFFIRMATIVE ACTION COMMITTEE

The Department of Health Services agrees that the Personnel Officer, Health Services shall convene a departmental Affirmative Action Committee composed of an equal number of Management representatives and employee representatives (selected from various interested employee organizations representing employees in the Department). All recommendations that are mutually agreed to by the Management and employee representatives shall be implemented by the Department.

ARTICLE 54 WORK SCHEDULE CHANGES

Section 1 Work Schedule Changes

Employees shall be scheduled to work on regular shifts having regular starting and quitting times. Except for emergencies, employees' work schedules or work shifts shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without the written notice to the employee at least ten (10) working days prior to the date the change is to be effective.

Section 2 Educational Program Accommodation

Management will make every reasonable effort to avoid changing employees work schedules when an employee is enrolled in an educational program. Prior written verification must be provided by the employee at the beginning of each period of enrollment.

Section 3 Alternate Work Schedules

Employees may request alternate work schedules such as a nine (9) day – 80 hour two week schedule or a four (4) day – 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. No request will be unreasonably denied. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

ARTICLE 55 UNIFORMS

Section A.

The parties agree to jointly recommend to the County's Board of Supervisors for adoption and implementation through amendment to applicable ordinance, that for the term of this agreement, uniforms of the type prescribed by Management be issued on a one-time only basis to each appointed or transferred employee in a position in one of the following classifications where such uniforms are required by management:

Culinary Series Laundry Series
 Mortuary Attendant
 Mortuary Attendant, LAC/USC Medical Center
 Cemetery Caretaker Crematory
 Operator Forensic Attendant
 Central Services Technicians, DHS

For employees in the Mortuary Attendant, Culinary and Laundry series, seven (7) uniforms as prescribed by Management will be issued.

For employees in the Mortuary Attendant (LAC/USC Medical Center), Cemetery Caretaker, Crematory Operator and Forensic Attendant classifications, a uniform of the type prescribed by Management will consist of shirt, pants, belt, jacket, boots and rain gear. The Mortuary Attendant (LAC/USC Medical Center), Cemetery Caretaker, Crematory Operator, and Forensic Attendant will be issued seven (7) shirts, seven (7) pairs of pants, one belt, one pair of boots, one jacket, and one set of rain gear.

Section B.

Management will establish procedures and use its best efforts to procure uniforms within a reasonable time and the average lead time is expected to be sixty (60) days, unless the demands of the operation prevent Management from doing so; however, nothing in this Article is to be construed as limiting Management's rights to require an employee to be dressed properly at all times when on the job.

Section C.

Management agrees to exchange unserviceable uniforms that were issued under the requirements of this Article in exchange for a new uniform, except where such replacement would be necessary as a result of improper or unauthorized use or care. Management will use its best efforts to exchange unserviceable uniforms which are overly large or small within a reasonable time period.

Section D.

Uniformed Sheriff's Department employees in this Unit will be issued uniforms and replacements as determined by Management. Management will use its best efforts to ensure that replacement uniforms are returned to employees in a timely manner.

Section E.

Coroner Management agrees to exchange unserviceable uniforms previously issued under this Article except where such replacement would be necessary as a result of improper or unauthorized use or care. Such replacement uniforms shall not exceed seven (7) during the term of this agreement. Management shall be the sole determinant as to the need for uniform replacement. Management will use its best efforts to exchange unserviceable uniforms which are overly large or small within a reasonable time.

Section F.

All uniforms issued under the provisions of this article shall be for authorized use and only while on duty.

Section G.

In the event any employee in the unit terminates County service or upon transfer to a non- uniform assignment, the employee must return all uniforms issued under the provisions of this article to their respective Department.

Section H.

DHS, Probation, Coroner, and Sheriff Management agree to launder the uniforms of all employees required to wear washable uniforms in the performance of their duties.

ARTICLE 56 EMERGENCY ASSIGNMENTS

Nothing herein shall limit the authority of the Department Head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies, it being understood such authority will not be exercised in a capricious, arbitrary or unreasonable manner. However, such emergency assignments shall not extend beyond the period of such emergency. Management shall use its best efforts to provide advance notice to impacted employees of emergency assignments.

Additionally, employees who are selected for emergency assignments may request Management to become mileage permittees. The decision to approve said requests belongs solely with Management.

No request will be unreasonably denied.

ARTICLE 57 OVERTIME

Section 1 Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime be compensated as follows:

The County will pay overtime for all hours worked in excess of forty (40) in one week.

"Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

An employee may accrue compensatory time off, in lieu of pay, at a rate of one and one-half (1 ½) hours for each hour of overtime to a maximum of (54) hours worked. The employee may request this option when the employee works overtime. Management

shall not decide to order or authorize overtime based on the employee's preference of pay or compensatory time off. To use compensatory time, an employee must submit a request to the immediate supervisor prior to the date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior approval of the immediate supervisor. Accrued compensatory time shall be paid prior to any promotions. Unless approved by management, employees may not accrue CTO hours which are worked during disaster periods or emergencies declared by the Board of Supervisors, local or federal government.

Section 2 Exempt Employees

If during the term of this Agreement, any bargaining unit employee is determined to be exempt, as defined by the Fair Labor Standards Act, the parties shall meet and discuss the overtime coverage and the overtime rate to be applied to said employee.

Section 3 Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work. An employee may request a written explanation of the special skills required.

Section 4

Effective with the implementation of this MOU, with prior approval of Management, new accumulated compensatory time off not used during the calendar year in which it is earned may be carried over for up to one year not to exceed 81 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 5

On or after October 1, 2006, at the employee's option, Compensatory Time Off (CTO) accrued during the period from October 1, 2003 through and including June 30, 2006 and remaining on the books may continue to be taken as time off, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

ARTICLE 58 SPECIAL PAY PRACTICES

Section 1 Callback Pay

Whenever an employee is unexpectedly ordered by his Department Head or his designated representative to return to duty following the termination of his normal work shift or normal work week and departure from his work location, the employee shall receive a payment of four (4) hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of 4 hours will be compensated in accordance with provisions of the Overtime Article.

If an employee should complete work required, leave the work location and subsequently be recalled during the four-hour period being compensated for as a result of the initial callback, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time as a result of callback.

Section 2 Evening and Night Shift Differential

The parties agree that any employee employed in the Unit, who is assigned to a regularly established evening or night shift as defined in Section 6.10.020 of the County Code, shall receive as of July 1, 1993, a per hour bonus of 60 cents for each hour worked during such shift.

Section 3 Mortuary Bonus

Effective July 1, 1990, any person employed on a permanent, full-time position of Mortuary Attendant (Item No. 5055) who is permanently assigned to LAC-USC Medical Center shall be entitled to compensation at the rate of \$25.00 per pay period higher than that established for said position as provided in the Salaries Article of this Memorandum of Understanding.

Section 4 Bilingual Bonus

The parties agree that any employee in the Unit who complies with the requirements of Section 6.10.140 of the County Code is entitled to a \$40.00 per pay period bonus.

Effective January 1, 2001, this bonus will be \$50.00 per pay period or \$100 per month.

Any temporary or recurrent employee who meets the requirements stated in said County Code shall be entitled to a \$0.46 per hour bonus.

ARTICLE 59 SALARIESSection 1 Recommend Salary Adjustment

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6395	ASSISTANT COOK	CURRENT	NM	58C	2037.36	2675.27
		12/13/2013	NM	58L	2078.82	2728.36
		10/01/2014	NM	59H	2120.91	2781.45
		02/01/2015	NM	60E	2163.82	2836.00
0322	CEMETERY CARETAKER	CURRENT	NM	72C	2976.73	3891.09
		12/13/2013	NM	72L	3035.64	3967.45
		10/01/2014	NM	73H	3095.18	4046.36
		02/01/2015	NM	74E	3155.91	4126.73
5082	CENTRAL SERVICES TECHNICIAN I	CURRENT	NM	60B	2147.45	2815.00
		12/13/2013	NM	60K	2191.09	2871.00
		10/01/2014	NM	61G	2235.27	2927.00
		02/01/2015	NM	62D	2280.45	2984.09
5083	CENTRAL SERVICES TECHNICIAN II	CURRENT	NM	62B	2268.82	2969.36
		12/13/2013	NM	62K	2315.36	3028.27
		10/01/2014	NM	63G	2361.91	3087.73
		02/01/2015	NM	64D	2409.00	3148.18
6396	COOK	CURRENT	NM	62A	2263.00	2962.00
		12/13/2013	NM	62J	2309.55	3020.91
		10/01/2014	NM	63F	2356.09	3080.27
		02/01/2015	NM	64C	2403.00	3140.45
0323	CREMATORY OPERATOR	CURRENT	NM	66H	2566.91	3354.27
		12/13/2013	NM	67E	2617.45	3420.09
		10/01/2014	NM	68B	2668.64	3486.64
		02/01/2015	NM	68K	2721.73	3555.73
7072	DARKROOM ATTENDANT	CURRENT	NM	59A	2084.00	2735.00
		12/13/2013	NM	59J	2126.18	2788.09
		10/01/2014	NM	60F	2169.27	2843.00
		02/01/2015	NM	61C	2213.09	2899.00
6411	FOOD SERVICE WORKER	CURRENT	N2M	53E	1885.91	2350.27
		12/13/2013	N2M	54B	1923.91	2397.00
		10/01/2014	N2M	54K	1963.18	2445.00
		02/01/2015	N2M	55G	2002.45	2493.00

4884 FORENSIC ATTENDANT	CURRENT	NM	69A	2735.00	3573.00
	12/13/2013	NM	69J	2788.09	3642.82
	10/01/2014	NM	70F	2843.00	3714.91
	02/01/2015	NM	71C	2899.00	3788.55
5073 INSTITUTIONAL BARBER	CURRENT	NM	59A	2084.00	2735.00
	12/13/2013	NM	59J	2126.18	2788.09
	10/01/2014	NM	60F	2169.27	2843.00
	02/01/2015	NM	61C	2213.09	2899.00
6763 INSTITUTIONAL HELPER	CURRENT	N3M	51C	1876.45	2213.09
	12/13/2013	N3M	51L	1914.27	2257.45
	10/01/2014	N3M	52H	1953.36	2303.73
	02/01/2015	N3M	53E	1992.64	2350.27
6766 INSTITUTIONAL LABORER	CURRENT	NM	61A	2202.00	2885.00
	12/13/2013	NM	61J	2246.36	2941.00
	10/01/2014	NM	62F	2292.09	2998.82
	02/01/2015	NM	63C	2338.64	3057.91
6416 INTERMEDIATE FOOD SERVICE WORKER	CURRENT	NM	55D	1881.18	2475.00
	12/13/2013	NM	56A	1919.00	2523.00
	10/01/2014	NM	56J	1958.27	2573.18
	02/01/2015	NM	57F	1997.55	2623.82
6834 INTERMEDIATE LAUNDRY WORKER	CURRENT	N2M	54J	1958.27	2439.00
	12/13/2013	N2M	55F	1997.55	2487.00
	10/01/2014	N2M	56C	2037.36	2535.55
	02/01/2015	N2M	56L	2078.82	2585.73
7613 INTERMEDIATE SEWING WORKER	CURRENT	NM	57H	2007.36	2636.55
	12/13/2013	NM	58E	2047.73	2688.55
	10/01/2014	NM	59B	2089.27	2741.64
	02/01/2015	NM	59K	2131.45	2794.73
4974 LABORATORY ATTENDANT	CURRENT	NM	57B	1977.91	2598.36
	12/13/2013	NM	57K	2017.18	2649.27
	10/01/2014	NM	58G	2058.09	2701.82
	02/01/2015	NM	59D	2099.82	2754.91
6832 LAUNDRY WORKER	CURRENT	N2M	52E	1834.55	2286.27
	12/13/2013	N2M	53B	1871.73	2332.82
	10/01/2014	N2M	53K	1909.55	2379.36
	02/01/2015	N2M	54G	1948.45	2427.00
5055 MORTUARY ATTENDANT	CURRENT	NM	63K	2379.36	3110.09
	12/13/2013	NM	64G	2427.00	3171.36
	10/01/2014	NM	65D	2475.00	3233.73
	02/01/2015	NM	66A	2523.00	3297.00
0048 PEST EXTERMINATOR	CURRENT	NM	70C	2822.00	3687.36
	12/13/2013	NM	70L	2878.00	3760.82
	10/01/2014	NM	71H	2934.00	3834.91
	02/01/2015	NM	72E	2991.45	3910.18

5501 PHARMACY HELPER	CURRENT	NM	65E	2481.00	3241.64
	12/13/2013	NM	66B	2529.27	3305.18
	10/01/2014	NM	66K	2579.45	3370.64
	02/01/2015	NM	67G	2630.18	3436.64
7071 RADIOLOGY PHOTOGRAPHIC ASSISTANT	CURRENT	NM	65J	2505.00	3273.27
	12/13/2013	NM	66F	2554.36	3337.91
	10/01/2014	NM	67C	2604.73	3403.55
	02/01/2015	NM	67L	2655.64	3469.73
6399 SENIOR COOK	CURRENT	NM	67L	2655.64	3469.73
	12/13/2013	NM	68H	2708.45	3538.45
	10/01/2014	NM	69E	2761.55	3607.91
	02/01/2015	NM	70B	2815.00	3678.18
6836 SENIOR LAUNDRY WORKER	CURRENT	NM	57K	2017.18	2649.27
	12/13/2013	NM	58G	2058.09	2701.82
	10/01/2014	NM	59D	2099.82	2754.91
	02/01/2015	NM	60A	2142.00	2808.00
5056 SENIOR MORTUARY ATTENDANT	CURRENT	NM	70L	2878.00	3760.82
	12/13/2013	NM	71H	2934.00	3834.91
	10/01/2014	NM	72E	2991.45	3910.18
	02/01/2015	NM	73B	3050.45	3986.91
7611 SEWING WORKER	CURRENT	NM	56G	1948.45	2560.64
	12/13/2013	NM	57D	1987.73	2611.09
	10/01/2014	NM	58A	2027.00	2662.00
	02/01/2015	NM	58J	2068.45	2715.09
6065 TRAM OPERATOR	CURRENT	NM	60G	2174.73	2850.00
	12/13/2013	NM	61D	2218.64	2906.00
	10/01/2014	NM	62A	2263.00	2962.00
	02/01/2015	NM	62J	2309.55	3020.91
6842 WASHING EQUIPMENT OPERATOR	CURRENT	NM	58G	2058.09	2701.82
	12/13/2013	NM	59D	2099.82	2754.91
	10/01/2014	NM	60A	2142.00	2808.00
	02/01/2015	NM	60J	2185.64	2864.00

A. OPTIONS/SALARY – COORDINATED BARGAINING

At SEIU, Local 721's sole option, the Union may re-open the 2003-2006 Fringe Benefit MOU (Article 8, Options) and the Individual Unit Contracts (Salary Article) for the purpose of negotiating a shift of general movement salary dollars to increase the County's Options (Health Insurance) contribution in 2005 and/or 2006.

Section 2

- A. The parties agree that, when the County determines that it will contract out a service, the County will establish a reduction-in-work force plan which will identify impact on employees as a result of such contracting. The Union agrees to cooperate with Management to facilitate the orderly transition of permanent, full-time, non-probationary employees who have a competent performance evaluation on file, any of the classes listed herein who are affected by contracting out. The Union may, on request of Management, designate a Local 721 staff representative to assist Management to implement the transition program including counseling and encouraging employees to cooperate. Management shall on request of Local 721 consult on this program.
- B. In consideration of A above, the parties agree to the following:
1. The County will establish a training or retraining program for employees affected by contracting out;
- OR
2. The County may involuntarily transfer employees from affected classes to other classes and, upon request of Local 721, will consult on the transfer. When Management deems it appropriate, employees may be Y-rated;

OR

3. The County may effect involuntary reductions of employees impacted by contracting out when such involuntary reduction is to a position which is paid no less than 15% below the employee's current position;

OR

4. Employees who resign to accept employment with a successful contractor may be granted up to a 6-month leave of absence without pay. The sole purpose of this leave would be to provide for a continuation of the County's employee health and dental benefit subsidies during this period;

OR

5. An employee who resigns from the County as a result of the County's contracting out program may participate in a County approved training or retraining program up to one year with County advanced or reimbursed tuition payments;

OR

6. Impacted employees who have at least five years' continuous permanent service in the County who elect resignation or retirement in lieu of layoffs, may receive one week's severance pay for each full year of County service.

- C. Notwithstanding any other provision of this Article, any employee who is offered and refuses to participate in any program designed for an orderly transition or does not successfully complete any of the programs in B above or who refuses an employment offer with the contractor may be separated from County service with the Department Head's endorsement.

Section 3

- A. Senior Cook - Any person employed in the Sheriff's Department item of Senior Cook (Item No. 6399) shall be entitled to compensation at a rate two schedules higher than that established for such position as provided in the Salaries Article of this Memorandum of Understanding.

- B. Any person employed on a permanent, full-time position of Senior Cook (Item No. 6399) who is permanently assigned to a probation campsite shall be entitled to compensation at a rate of 22 levels higher than that established for said position as provided in the Salaries Article of this Memorandum of Understanding.

Section 4 Step Advances

- A. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- B. If no performance review is filed as defined in (a) above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph (a) above, the employee may request his department in writing to issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- C. Grievances arising out of this section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with Paragraph (b) above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human

Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
- (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days.

Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

- D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 5 Special Step Advance

Effective October 1, 1992, employees in this Unit holding positions compensated at Schedule 47J or below shall be advanced to the second step of the salary range upon completion of six months' continuous service pursuant to Section 6.08.010 of the County Code. Additionally, effective August 1, 1993, employees in this Unit holding positions compensated at Schedule 48F or below shall be advanced to the second step of the salary range upon completion of six months' continuous service pursuant to Section 6.08.010 of the County Code.

Section 6

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

ARTICLE 60 WORKLOAD

Section 1 Commitment

Management and the Department's BU 211 County employees agree that there should be adequate staff to provide safe patient and client care.

Section 2 Equitable Workload

Based upon operational needs and skills and competencies, Management will assign work equitably.

Section 3 Resolution of Complaints

When an employee believes that he/she has been persistently overworked, that employee may protest the work assignment to the immediate supervisor, but a good faith effort must be made to comply with the work assignment. Such protest shall be submitted in writing at the end of the shift. Management shall investigate the complaint and if this situation continues beyond the second day, the employee may proceed through the grievance procedure by filing a grievance at the second level. When Management agrees that an overwork situation exists, action will be taken within the grievance time limits to remedy the overwork situation. If Management denies that the employee is overworked, and the employee believes that the overwork situation continues, the employee may appeal that decision through the grievance procedure.

ARTICLE 61BU 211 DEPARTMENTAL JOINT LABOR MANAGEMENT
COMMITTEE

The parties agree to establish a Joint Labor-Management Committee to consult on issues of concern specifically pertaining to unit members in accordance with Employee Relations Ordinance 5.04.090.

The committee shall be limited to a total of six (6) members, unless the parties mutually agree otherwise. Three (3) members shall be appointed by Management and a total of three (3) unit members appointed by the Union shall make up the committee.

The meetings shall be quarterly and shall commence within thirty (30) days of the ratification of the contract. If the meeting must be cancelled or postponed by either party, every effort will be made to immediately reschedule the meeting to a date and time agreeable to both parties.

Both the Union and Management must mutually agree to the scheduling of any committee meeting which is not a regularly scheduled quarterly meeting.

Meetings shall be on County time for employees who are scheduled to work on scheduled meeting dates. Employees not scheduled to work on scheduled meeting dates shall not be compensated but may attend scheduled meetings.

The parties agree that the Committee may make advisory recommendations to Management for consideration.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX B

OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. **LIGHTING**

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. **GLARE**

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. **KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS**

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. MAINTENANCE

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX C

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to: Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

SWHa
U.S. Wage and Hour Division

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE A"PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Ste. 100,
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320 Fax
(916) 478-7329 www.dfeh.ca.gov

"NOTICE B"

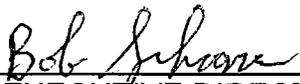
FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND
PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By 
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 
WILLIAM T. FUMOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
PARAMEDICAL TECHNICAL
EMPLOYEE REPRESENTATION UNIT

This MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County")

AND

SEIU, Local 721, CTW, CLC (hereinafter referred
to as "Union")

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SIGNATURE PAGEi

ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Local 434, SEIU, AFL-CIO (hereinafter referred to as "Local 434" or as "Union") was certified on October 17, 1969 by County's Employee Relations Commission (Employee Relations Commission Decision No. 9-69) as the majority representative of County employees in the Paramedical Technical Representation Unit (hereinafter the "Unit") previously found to be appropriate by the Employee Relations Commission.. Effective January 15, 2000, the Employee Relations Commission recognized Local 660, SEIU, as the majority representative of County employees in this Unit. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007 transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU Local 660 and SEIU Local 535. Management hereby recognizes SEIU, Local 721, as the certified majority representative of County employees in this Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in those classifications listed in the Salaries Article, as well as such classes as may be added hereafter by the Employees Relations Commission.

Section 2. Exclusive Recognition

Management shall recognize SEIU, Local 721, as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and SEIU, Local 721, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Boulevard, Los Angeles, California 90017; Telephone: (213) 368-8660)

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term, and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOUs. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOUs.

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management.

The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the

Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination
 - Implementation
 - Term
 - Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large

number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
 8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
 9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
 10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within

sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond

the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and

- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3. Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4. Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation

pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.

- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDYSection 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCESection 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

 - EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

 - Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.
- FLSA Exempt employees must request EVTO in full work day increments.
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
- EVTO is not available to employees on any other paid or unpaid leave.
- Department Heads may continue to approve other unpaid leave of absences.
- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.
- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAININGSection 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its

efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT
COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDS

Section 1.

Management will furnish adequate bulletin board space to SEIU, Local 721 where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTHSection 1.

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. Local 721 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practice, equipment, and conditions, and to report any such unsafe practices, or conditions to their immediate supervisors.

Section 2.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or their representative may submit the matter to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) business days. If the employee or their representative is not satisfied with the response of the safety officer, the Union may consult with the Chief Executive Office or their designee. A representative of such branch shall respond to the department head and the Union within ten (10) business days. If the Union is not satisfied with the response of the Chief Executive Office, the issue may be taken within ten (10) business days to arbitration as set forth in Article 11. During such ten (10) days, consultation between the department head and the Union will take place.

Section 3.

It is understood and agreed that the Union reserves its rights under Article 13, Grievances General-In-Character, in cases where the Union does not consider the resolution of a given safety problem through the procedure outlined herein to be correct in light of the facts of the situation even though the case in dispute may not involve a significantly large number of employees.

Section 4.

Management and SEIU, Local 721 mutually agree to establish a joint Health and Safety Committee to review health and safety problems, including but not limited to infectious disease control, their causes and prevention. The Committee shall consist of four (4) representatives appointed by the Union and four (4) representatives appointed by Management. The Committee shall meet bi-monthly.

Section 5.

The departmental safety officer or appropriate representative will update and maintain complete first aid kits in all non-clinical areas, and ensure that the kits are accessible to the employees.

Section 6.

Nothing herein precludes Management from combining Health and Safety Committees. Management and SEIU, Local 721 are committed to the use, purchase and maintenance of microelectronics technology and specifically, video display terminals (VDTS), in a manner

which is safe and complies with all applicable laws, Occupational Safety and Health Administration (OSHA) regulations and guidelines and which complies with current National Institute for Occupational Safety and Health (NIOSH) recommendations and guidelines.

Section 7.

Management shall develop and implement written policies and procedures to deal with on-the-job assault. Such policies shall be reviewed with all new hires as part of their orientation process, and shall be made available to any current employee upon request. Such policies shall address the prevention of assault on the job and management of situations of assaults and the provision of the post-traumatic support and counseling for employees who have been assaulted. The Health and Safety Committee shall have the authority to make recommendations to the policies referenced in this Section.

Section 8. Training

Management will endeavor to provide training consistent with the objectives of the Hazardous Materials Division; and this training will include use of protective clothing, equipment and other safety devices that are used by employees engaged in evaluating hazardous substance exposures or incidents.

Section 9. Critical Incident Stress Debriefing

Management shall make available access to stress debriefing following critical incidents during work.

Section 10.

Management shall provide at no cost to the employees of all classifications covered by this MOU, all health services that are mandated by law.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (E-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICES

Section 1.

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2. Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDSSection 1. Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by SEIU, Local 721.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1. Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals. Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2. Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3. Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4. Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.

- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.

- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.

- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.

- F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5. Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.
- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.
- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.

- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resources office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.
- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.
- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.
- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County". This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6. Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 7. Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.
2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).
2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.
4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when

necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8. Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9. Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10. DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including but not limited to study guides and practice skills labs;
- Study time and remediation; and
- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42 DEPARTMENT OF MENTAL HEALTH HEALTHCARE REFORM

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for and responding to changes under healthcare reform and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective, DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare reform before implementation.

The committee will have fifteen (15) Local 721 employee representatives. Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform in DMH' when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization with the goal of achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.
- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform Committee.

This article will expire on September 30, 2015, with the exception of the section on work place safety. If the parties have not completed the work of DMH health care reform by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44 CONTINUING EDUCATION

Management recognizes the importance of continuing education for employees in this Unit and will give consideration to employee requests to attend available work-related educational programs, seminars, professional conferences and professional meetings on County time.

Time Off

For employees in this bargaining Unit who are required, now or in the future, to complete continuing education as a condition of licensure/certification/registration renewal, Management shall grant such employees County paid time off (i.e., "salary only" exclusive of overtime) in consideration of the needs of the service for required CEU credits; AND/OR at the discretion of Management, provide in-house educational programs which qualify for continuing education units. Employees of this Bargaining Unit shall have the discretion to complete their continuing education units through an in-house program or an outside source.

Training hours may be completed the first, second, and/or third year of this contract.

Self-Study

County paid time-off will be granted for self-study courses provided that the courses are accredited for the purpose of completing continuing education as a condition of licensure/certification/registration renewal, and prior approval of Management is obtained. Employees will provide documentation of completed continuing education hours.

Employee Requests

Management, in consideration of the needs of the service, will distribute equitably among all employees in the same job assignment, the requested paid County time (i.e. salary only) exclusive of overtime.

If the needs of the service are not negatively impacted, Management shall adjust the employee's workweek to include attendance at approved continuing education programs when such training falls on a Saturday and/or Sunday, or regular day off, or at a time that is outside of regular work hours.

County paid-time off up to a maximum of eight (8) hours per day for approved continuing education includes the time required for attendance at the training, as well as reasonable travel time.

In-Service Education

Whenever employees in this unit, after attending a continuing education course are required to provide an in-house educational service to their department, Management will grant up to, but not to exceed four (4) hours of County-paid time and provide County resources to prepare for a one (1) hour in-service presentation.

Based upon the needs of the service, in-service education shall be on County time and members shall be relieved from assigned duties throughout the session.

When mandated by Management or by laws/regulations, County shall provide CPR training, CPR certification completion card, and training materials to members covered by this MOU. A deposit may be required to obtain the training materials, refundable upon return.

Consultation

Management and Local 721 will consult pursuant to Los Angeles County Code Section 5.04.090 (A) when new or revised continuing education requirements are mandated/required for maintenance of licensure/registration/certification when such licensure/registration/certification is required for County employment. The purpose of said consultation is to determine how many hours of County paid time off should be made available to employees in order to meet mandatory continuing education requirements.

Management will continue to consult with the Union regarding the testing procedures and test preparation for the Ambulance series.

Management has developed and begun operation of a plan to provide EMT I training or its equivalent to ambulance personnel within the Department of Health Services.

Nothing in this Article shall be construed as preventing Management from extending the EMT I training program to the more advanced EMT training programs.

ARTICLE 45 TRAINING

Section 1.

Management and Local 721 recognize that training programs and the advancement of employees to positions of higher skill are matters of great importance and interest to Management, Local 721, and the employees covered by this Memorandum.

Management, upon the official request of Local 721, will meet with Local 721 to consult concerning any specific existing training programs or upgrading opportunities and for the development of any new training programs.

Nothing in this Article shall be construed as limiting Management's authority to make temporary assignments on higher rated classes for the purpose of qualifying the employee for promotional examinations or training.

Section 2.

Management shall not dock the employee's regular pay for time spent in scheduled training programs.

Section 3.

1. New Technology

As new technology is introduced in the work environment and is required to be used by specific employees, Management shall train the affected employees in the new technology.

2. Training Opportunities

An employee in the unit may request to participate in education programs, symposiums, seminars, conferences and meetings which would lead to an increase in the skills, knowledge, and understanding of the employee's current job assignment, or may lead to a promotional opportunity. Employee training requests for County time to attend such programs shall be subject to Management fair and equitable approval based on the needs of the service.

3. In-Service Training

Management agrees to continue departmental in-service training programs which are in effect at the time the Memorandum of Understanding is implemented until their terms have expired and also to encourage the establishment of in-service training programs in departments and classifications where possible. Management agrees to make information concerning in-service training programs available to employees within the unit. Management agrees that training programs will not be established to deprive qualified employees of higher earnings.

4. Management will provide computer education when computer knowledge is essential to performing job duties, as determined by management's approval.

ARTICLE 46 FLOATING

Floating of paramedical technical staff is a method used to meet/augment staffing required to meet patient care needs. It is Management's intent to limit floating outside of a paramedical technical staff's own clinical service, module and/or service line. Paramedical technical staff will receive prior professional guidance and/or orientation/training to the service. Each area shall have a written unit/service specific orientation plan available as a reference for staff who have been floated. When it is necessary to float a paramedical technical staff from his/her regularly assigned unit/service/service line, the paramedical technical staff who has been floated may only perform within his/her areas of competency and his/her assignment shall reflect this. Paramedical technical staff floating into specialty areas shall possess the required competency, skills and knowledge to perform their assigned duties.

Management will make every reasonable effort to minimize the incidents of floating more than 30 minutes after the start of the shift.

When the needs of the service require that an employee is to be floated, Management will consider in the following order: (1) volunteers; (2) registry and (3) permanent full time employees on a rotational basis. Only after such considerations(s), and dependent upon the needs of the service, will Management make a selection outside of numbers 1-3 above.

Paramedical technical staff may be floated only one time per shift, unless he/she are needed back at their regularly scheduled work area, in which case he/she may float back.

A float log will be maintained and kept by Management at each unit/department/facility to document the float rotation. All instances of floating will be recorded in the log. Name of person floating, classification, date, time, place(s) floated to, and justification for irregularities of rotation shall be documented in the log.

The float log shall be made available for review by the Union upon request. A photocopy shall also be provided to the Union upon request.

ARTICLE 47 WORKLOADSection 1. Commitment

Management and the Department of Health Services, Mental Health, Sheriff, Public Health, and Coroner agree that there should be adequate staff to provide safe patient care.

Section 2. Resolution of Complaints

When an employee believes that he/she has been persistently overworked, that employee may protest the work assignment to the immediate supervisor, but a good faith effort must be made to comply with the work assignment. Such protest should be submitted in writing at the beginning/and or during the shift. Management shall investigate the complaint and if a determination is made that the complaint is valid, every effort shall be made to correct it within the day.

If this complained-of assignment continues beyond the second day, the employee may proceed through the grievance procedure by filing a grievance at the second level.

When Management agrees that an overwork situation exists, action will be taken within the grievance time limits to remedy the overwork situation. If Management denies that the employee is overworked, and the employee believes that the over work situation continues, the employee may appeal that decision through the grievance procedure.

ARTICLE 48 WORK SCHEDULES

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. For the purpose of work schedules, the normal work week shall be five (5) eight-hour work days. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15-minute rest periods, scheduled according to the needs of the unit. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within the general area as prescribed by Management.

B. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times.

C. Work Schedule Changes

Except for emergencies (see Emergency Assignments article), employee's work schedules shall not be changed without written notice, including the reason to the employee at least ten (10) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice,

including the reason to the employee at least ten (10) working days prior to the date the change is to be effective.

Where work schedules are regularly and routinely used, such schedules shall be posted at least fourteen (14) calendar days prior to the effective date of any routine and general work schedule changes.

Management will make every reasonable effort to avoid changing employees' work schedules when an employee is enrolled in an educational program approved by Management. Prior written verification must be provided by the employee at the beginning of each period of enrollment.

If the needs of the service require a re-allocation of staff from one permanent shift to another, Management shall first consider pre-existing requests from qualified employees, and then solicit qualified volunteers. If there is no pre-existing list or volunteers, Management shall assign the vacant shift(s) to qualified bargaining unit employee(s) according to inverse seniority (the least senior first, etc.). For the purpose of this article, seniority shall be defined as the total amount of continuing service within a classification.

D. Consultation

Prior to implementing alternative work schedules, Management will consult with Local 721.

ARTICLE 49 LUNCH PERIODS

An employee shall not be required to take more than a one hour lunch period exclusive of the hours of the regular workday. An unpaid lunch period of thirty minutes will be permitted any employee required to work more than four hours of overtime beyond his/her regular shift. This lunch period may be taken at the option of the employee.

ARTICLE 50 WEEKENDS OFFSection 1. Definition

- A. For purposes of this article a weekend off is defined as two consecutive days between the hours of 7:00 p.m. Friday and 7:00 am Monday. Management may consider employees request for Friday and Saturday, or Saturday and Sunday as their weekend days off based upon operational needs.
- B. Management will make every effort to develop schedules that will provide employees of this Unit with at least every other weekend off. No employee in this bargaining unit shall be unfairly disadvantaged in the scheduling of weekends off.

During the initial orientation period, newly hired Bargaining Unit employees shall have the same regular work schedule as the assigned proctor or mentor.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of assessing the feasibility of providing two weekends off a month for members of this Bargaining Unit in the Department of Health Services. The Work Group shall consist of a core of two Labor representatives and two Management representatives. An additional three members each from Labor and Management will be added from each work area where weekend scheduling is being studied.

ARTICLE 51 ACCUMULATION OF LATE MINUTES

There will be no accumulation of incidents of tardiness of under fifteen (15) minutes for the purpose of reducing the pay of any employee covered by this Memorandum.

ARTICLE 52 EMERGENCY ASSIGNMENTSSection 1.

Nothing herein shall limit the authority of the Department Head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

Section 2. Definition

An emergency assignment shall be defined as the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of person and property within the territorial limits of a county, city and county, or city caused by such conditions as air pollution, fire, flood, storms, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake or the other conditions, other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

ARTICLE 53 VACATIONSSection 1. Vacation Deferral

The parties agree that when requested by the employee and authorized by the Department Head vacation time may be deferred for more than one year. Provided, however, an employee's maximum current and deferred vacation accrual shall not exceed 40 days at any time.

Section 2. Vacation Scheduling

Vacation periods shall be scheduled by Management to provide adequate staffing, so that all staff may have an annual vacation no less than their annual accrued time. Such schedules shall be subject to the needs of County service.

Employees shall be entitled to take authorized vacations in accordance with the following procedures:

1. At least annually, Management shall prepare and post an approved, filled in vacation schedule for all employees in each work facility in a timely manner per Vacation Scheduling Unit for the following calendar year. Management shall respond in writing to all subsequent vacation requests in a timely manner.
2. The employee with the greatest seniority will be given the opportunity to have first choice of his/her vacation schedule, with the other employees being given their choice of vacation schedules in descending order of seniority.

3. Having once made such a choice, no employee may change his/her vacation schedule if such change will conflict with the choice of any other employee in the facility or unless the affected employee and Management agree to such a change.
4. For the purpose of this Article, employees assigned to a facility after the annual vacation schedule has been prepared waive any seniority rights they may have had until the next vacation schedule is prepared.
5. Management has the right to determine the definition of the Vacation Scheduling Units. Vacation scheduling units will consist of like work areas/services, such as, but not limited to, ICU's, general medicine wards, general surgery wards Orthopedics Ambulance Services, etc. The Vacation scheduling unit will also be distinguished by shifts at 24 hour facilities where and when appropriate based on the need of the service. Members of this bargaining unit shall not have to compete with or be denied time off due to vacation approvals of a different Vacation Scheduling Unit, where appropriate based on the needs of the service.

6. For the purpose of this Article, seniority shall be defined as the total amount of continuous service within a classification within the department. An employee may exercise his/her seniority only within the work location to which he/she is permanently assigned.
7. In the case of a tie involving two or more employees, the opportunity to choose a vacation schedule will be given to the employee in the order of their County seniority.
8. For the application of this provision each County medical facility shall be considered as a separate department.
9. No request for vacation shall be denied because of the season of the year.
10. Employees who have approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take their approved vacation.
11. A vacation period or time off which is cancelled by an employee may become available to other employees, at Management's discretion based upon the needs of the service.

ARTICLE 54 HOLIDAYS

1. Whenever a holiday (as defined in the County Code for Los Angeles County as heretofore applied) occurs on an employee's regularly scheduled day off, the employee is entitled to an additional day off with pay.

2. Whenever an employee works on an overtime basis on a day which is both a holiday and a regularly scheduled day off, the employee is entitled to an additional day off and compensation at premium overtime rates providing he/she otherwise qualifies for such payment.

3. Management will make every effort to furnish employees with a summary statement of accrued holiday time.

4. Management shall make every reasonable effort to approve at least one of the following days off:

Thanksgiving Day, Christmas day, or New Year's Day. In lieu of this, an employee working evening or night shift may request Thanksgiving Eve, Christmas Eve, or New Year's Eve.

ARTICLE 55 DISCIPLINARY MATERIALS

If an employee is disciplined, the employee will be provided with all documents upon which the discipline is based. Copies will be furnished to the Union upon request.

ARTICLE 56 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

ARTICLE 57 CONSULTATION/LABOR MANAGEMENT COMMITTEESection 1. 221/222 Labor Management Committee

A. Purpose

Within thirty (30) days of the ratification of this agreement, Management and Labor shall convene a BU 221/222 Labor Management Committee to explore and implement agreed solutions to problems of mutual concern including, but not limited to:

1. Recruitment and retention
2. Hazardous working conditions
3. Workloads
4. Classification issues
5. Recommendations for education programs pertinent to Paramedical
 Technical Employees
6. Regulatory Requirements
7. Quality Improvement Issues
8. Career opportunities for Paramedical Technical Employees

B. Committee Membership

This Committee shall consist of the current Bargaining Team for Units 221 and 222 and Management members from the Departments of Mental Health, Health Services, Public Health, and the Sheriff, and the Chief Executive Office (CEO Employee Relations and Compensation).

C. Meetings

The Committee shall meet monthly for the first year and no less than quarterly thereafter. If the meeting must be cancelled or postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed by the parties.

Section 2. Facility Committee

Separate from the Labor Management Committee delineated above, all Departments and Local 721 shall establish a facility-based Labor/Management Committee for this bargaining unit to specifically address problems associated with workload, vacations, scheduling, temporary assignments, and involuntary transfers. The Committee shall meet at least quarterly. Proposed agendas shall be prepared by Local 721 and/or Management that delineate the subjects to be covered. Management and Labor shall meet and mutually agree to the appropriate number of committee members that will comprise this committee.

Section 3. Psychiatric Technicians

Each Psychiatric Technician I, II, and III assigned to a "Department of Mental Health" mobile response team will be issued a pocket sized current DSM edition book for the duration of their assignment. A cellular telephone will be available for each "Department of Mental Health" mobile response team for use on a roll-out.

ARTICLE 58 WEARING OF UNION BUTTONS

Management shall permit employees to wear official Union buttons or pins of a reasonable size consistent with safety and hygiene. Certain work areas may be designated where such buttons or pins may not be worn for reasons of hygiene or safety.

ARTICLE 59 POSTING OF VACANCIES

Management shall post, in a timely manner, in places centrally located and reasonably accessible to employees in this Bargaining Unit, County promotional and career opportunities bulletins on a bulletin board or boards designated expressly for this purpose. An employee desiring to know of current promotional opportunities, job openings or recruitment openings under the County's Civil Service Rules, may call the Los Angeles County Job Hot-Line at 1-800-970-5478 or visit the Los Angeles County Department of Human Resources home page at <http://dhr.mylacounty.info/>. Notice of promotional exams shall be posted for at least 10 days prior to the examinations pursuant to Civil Service Rule 7.03A.

Employees may view vacancy announcements by going to the L.A. County Intranet site at <http://jaintra.co.la.ca.us> and clicking on the Transfer Opportunities link. DHS Management agrees to send a request to the Department of Human Resources asking them to update both the Job Hotline and websites on an ongoing basis.

If a vacancy occurs in any area where bargaining unit employees are working, Management of said area shall advise the employees who work in the area, through use of the communication book or other means, of the pending vacancy in order to give the area employees an opportunity to apply for the item through the usual civil service channels.

ARTICLE 60 TRANSFERSection 1. Definitions

1. For the purpose of this Article, “transfer” is a permanent change of work location from one position to another position in the same class. Transfers may be interdepartmental or intradepartmental. Rotations to acquire and/or to maintain cross training skills are not covered by this article.
2. For the purpose of this Article, transfers may be employee initiated or management initiated.
3. For the purpose of this the Article, “seniority” means Continuous County_Service at the time of the transfer. This Article does not supersede Article 40, Stewards, Section 2.
4. This article does not supersede: Article 41. Department of Health Services Restructuring, Section 4. Reassignment/Involuntary Transfer within DHS and DPH.

Section 2. Employee Initiated TransfersA. Inter-Facility/Intra-Departmental Transfers

1. An inter-facility/intra-departmental transfer refers to a transfer within a County Department.

2. An employee desiring a transfer must locate a suitable, available position on his or her own time, and arrange for the organizational unit to accept him or her as a transfer. The Employee may submit a dated, written (or electronically) request for voluntary transfer within their Department and have their name placed on a list to be kept by the manager of the work location to which the employee is requesting a transfer and may submit a copy to the immediate supervisor. Transfer requests are current for twelve (12) months and must be renewed if the desire for the reassignment continues.
3. In the selection process, Management may consider all transfer requests previously received, and/or consider transfer requests on the basis of County seniority. It is understood that pursuant to Civil Service Rule 11, this language does not abrogate Management's right to select from a certification list regardless of any transfer requests submitted. Furthermore, it is understood that the final decision of the selection process of a vacant position will be based upon the needs of the operation and/or based upon skills and competencies.
4. Unless otherwise agreed to by the departments, the effective date of the transfer must be no less than fourteen (14) days and no more than thirty (30) days from the date of the request made by the hiring department.

B. Inter-Departmental Transfers

1. An inter-departmental transfer refers to transfers from one County Department to another County Department (e.g., from DHS to DMH, DHS to Sheriff, DHS to DCFS, etc.).
2. Any employee covered by this bargaining unit who wishes to transfer from one County Department to another may submit a dated, written request for such a transfer to the Management of the facility to which he/she desires transfer and may submit a copy of the written request to immediate supervisor. Transfer requests are current for twelve months (12) and must be renewed if the desire for the reassignment continues.
3. Unless otherwise agreed to by the departments, the effective date of the transfer must be no less than fourteen (14) days and no more than thirty (30) days from the date of the request made by the hiring department.

C. Transfer Request Process

1. Dated, written (or electronically) requests for transfers will be maintained by the office to which they are sent. Transfer requests are current for twelve (12) months and must be renewed if the desire for the reassignment continues.

2. In the selection process, Management may consider all transfer requests previously received, and/or consider transfer requests on the basis of County seniority. It is understood that pursuant to Civil Service Rule 11, this language does not abrogate Management's right to select from a certification list regardless of any transfer requests submitted. Furthermore, it understood that the final decision of the selection process of a vacant position will be based upon the needs of the operation and/or based upon skills and competencies.

Section 3. Management Initiated Transfers

- A. In the case of a Management initiated transfer of an employee that is based upon the needs of the service, Management shall give at least ten (10) business days written notice to the affected employee, unless an emergent situation necessitates an immediate transfer. In the case of an emergent situation, the transfer of the employee will continue only for the duration of the emergency.
- B. When the demands of the service require that an employee be transferred, the selection of the employee transferred shall be based upon the needs of the operation, and/or based upon skills and competencies. In the selection process, Management will, in the following order, consider: (1) all transfer requests previously received, (2) request volunteers, (3) consider selection transfers on the basis of inverse County seniority along with geographic preferences. Only after such consideration of numbers 1-3, selection will be made based upon the needs of the service that might mandate a selection outside of numbers 1-3 stated above in this section.

ARTICLE 61 UNIFORMS

Management agrees to provide, during the life of this agreement an initial issuance of seven (7) pairs of trousers, seven (7) shirts, one (1) jacket, and one (1) set of rain gear to each employee in the classifications of Clinic Driver, Ambulance Driver and Ambulance Medical Technician in the Department of Health Services.

When required by laws/regulations, the appropriate protective garments will be furnished and made readily available.

Management shall provide laundry of uniforms in accordance with Los Angeles County Code Section 5.72.100.

Management agrees to exchange unserviceable uniforms that were issued under the requirements of this Article in exchange for a new uniform, except where such replacement would be necessary as a result of improper or unauthorized use or care. Such replacement uniforms shall not exceed three (3) sets during the term of this agreement. Management shall be the sole determinant as to the need for uniform replacement.

ARTICLE 62 HOSPITAL VISITING HOURS

Departments of Health Services and Mental Health will implement models of controlled visitor access at all patient care facilities. Such models shall include restricted visiting hours as deemed appropriate by facility Management. Further Management will, where possible, restrict visitor/patient access to emergency room triage areas through use of various security methods and/or devices.

Where possible, Management will designate separate entrances for employees and secure entrances in a manner that discourages casual use.

ARTICLE 63 AFFIRMATIVE ACTION COMMITTEE

The Department of Health Services agrees that the Personnel Officer, Health Services shall convene a departmental Affirmative Action Committee composed of an equal number of management representatives and employee representatives (selected from various interested employee organizations representing employees in the Department). All recommendations that are mutually agreed to by the management and employee representatives shall be implemented by the Department.

ARTICLE 64 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et. seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

At the discretion of Management, an employee may accrue compensatory time off, in lieu of pay, at a rate of one and one-half (1 ½) hours for each hour of overtime to a maximum of 54 hours worked. The employee may request this option when the employee works overtime. Management shall not decide to order or authorize overtime based on the employee's preference of pay or compensatory time off.

Section 2. Usage Earned Compensatory Time-Non Exempt Employees

- A. Effective with the implementation of this MOU, with prior approval of Management, new accumulated compensatory time off not used during the calendar year in which it is earned may be carried over for up to one (1) year, not to exceed 81 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee as provided by the Fair Labor Standards Act rather than lost.

Section 3. Exempt Employees

If during the term of this Agreement, any bargaining unit employee is determined to be exempt, as defined by the Fair Labor Standards Act, the parties shall meet and discuss the overtime coverage and the overtime rate to be applied to said employees.

Section 4. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work. Permanent full-time employees shall have first choice of overtime work providing a specialized skill or ability is not required.

Section 5. Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 6.

On or after October 1, 1995, at the employee's option, Compensatory Time Off (CTO) accrued during the period from October 1, 1993 through and including June 30, 1994 and remaining on the books may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

ARTICLE 65 SPECIAL PAY PRACTICES

Section 1. Evening and Night Shift Differential

The parties agree jointly to recommend to the County's Board of Supervisors for adoption and implementation by amendment to applicable provisions of the Los Angeles County Code, that any employee employed in the Bargaining Unit, who is assigned to a regularly established evening or night shift as defined in Section 6.10.020 of the County Code shall receive a per hour bonus for each hour worked during such shift as listed below:

During the term of this MOU, all classes in the Bargaining Unit will receive 75 cents per hour bonus on the night shift and 70 cents per hour on the evening shift.

Section 2. Definitions

Los Angeles County Code Section 6.10.020 defines evening and night service hours as:

An "evening shift" is a regularly established work shift at least five-eighths of which falls between the hours of 4:00 p.m. and 11:00 p.m.

A "night shift" is a regularly established work shift at least five-eighths of which falls between the hours of 9:00 p.m. and 8:00 a.m.

Section 3. Call Back

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his/her normal work shift and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with the provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

Section 4. Standby Pay

Any permanent, full-time employee assigned regularly scheduled periods of standby service, at off-duty times, shall receive a one dollar and fifty cents /\$1.50/ per hour bonus but not to exceed a maximum of four hundred fifty dollars /\$450.00/per month total, subject to the authorization required by Section 6.10.120 of the County Code.

Employees covered by this agreement who are required to standby and are called in after midnight shall be given reasonable consideration to use sick, personal, holiday, vacation, or any other time applicable to compensate for the lack of sleep.

No additional compensation for standby status shall be made since the employee placed on standby status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Section 5. Defibrillation/Advanced Airway Bonus

Ambulance Drivers (Item 5065) and Ambulance Medical Technicians (Item 5066) who successfully complete EMT-Defibrillation/Advanced Airway training shall receive a \$50.00 (fifty dollars) monthly bonus effective the month they are assigned to begin performing Defibrillation/Advanced Airway duties. Such bonus shall be paid only for months during which these employees are assigned to perform Defibrillation/Advanced Airway duties. This is a monthly bonus that shall not constitute a base rate.

Section 6. Mammography Bonus

Radiologic Technologists (Item 5798) who are certified by the State of California to perform mammograms on a regularly scheduled basis shall receive a fifty dollar (\$50.00) bonus per month for each month such mammography duties are performed. This is a monthly bonus that shall not constitute a base rate.

Section 7. Compensation for Two Consecutive Shifts

Whenever any Bargaining Unit employee is assigned to work two regularly established eight (8) hour consecutive shifts, the employee shall receive compensation equivalent to sixteen (16) hours of pay.

Section 8. Weekend Bonus

Bargaining Unit employees who work on a weekend shall receive an additional bonus of one dollar (\$1.00) for each hour worked on a weekend. For the purpose of paying the weekend bonus, a weekend shall be defined as any hours occurring between the hours of 7:00 p.m. Friday through 7:00 a.m. Monday.

ARTICLE 66 SALARIESSection 1. Recommend Salary Adjustment

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5068	AMBULANCE DISPATCHER	CURRENT	NM	74H	3179.09	4157.27
		12/13/2013	NM	75E	3241.64	4239.82
		10/01/2014	NM	76B	3305.18	4323.82
		02/01/2015	NM	76K	3370.64	4410.36
5065	AMBULANCE DRIVER	CURRENT	NM	68E	2688.55	3512.55
		12/13/2013	NM	69B	2741.64	3581.73
		10/01/2014	NM	69K	2794.73	3651.55
		02/01/2015	NM	70G	2850.00	3724.09
5066	AMBULANCE MEDICAL TECHNICIAN	CURRENT	NM	72G	3006.18	3929.27
		12/13/2013	NM	73D	3065.36	4006.73
		10/01/2014	NM	74A	3125.00	4086.00
		02/01/2015	NM	74J	3186.82	4167.45
3567	ASST RADIOLOGY EQUIPMENT SPECIALIST	CURRENT	NM	89G	4749.36	6229.18
		12/13/2013	NM	90D	4844.00	6353.18
		10/01/2014	NM	91A	4940.00	6479.00
		02/01/2015	NM	91J	5038.91	6608.45
878	AUTOPSY TECHNICIAN	CURRENT	NM	67C	2604.73	3403.55
		12/13/2013	NM	67L	2655.64	3469.73
		10/01/2014	NM	68H	2708.45	3538.45
		02/01/2015	NM	69E	2761.55	3607.91
4879	AUTOPSY TECHNICIAN-PHOTOGRAPHER	CURRENT	N3M	71B	3217.91	3779.27
		12/13/2013	N3M	71K	3281.18	3853.45
		10/01/2014	N3M	72G	3346.09	3929.27
		02/01/2015	N3M	73D	3411.82	4006.73
5540	BIOMEDICAL EQUIPMENT TECHNICIAN	CURRENT	NM	76K	3370.64	4410.36
		12/13/2013	NM	77G	3436.64	4498.55
		10/01/2014	NM	78D	3503.91	4588.09
		02/01/2015	NM	79A	3573.00	4679.00

4979 BLOOD GAS LABORATORY TECHNICIAN I	CURRENT	NM	64A	2391.00	3125.00
	12/13/2013	NM	64J	2439.00	3186.82
	10/01/2014	NM	65F	2487.00	3249.55
	02/01/2015	NM	66C	2535.55	3313.36
4982 BLOOD GAS LABORATORY TECHNICIAN II	CURRENT	NM	68A	2662.00	3478.00
	12/13/2013	NM	68J	2715.09	3547.09
	10/01/2014	NM	69F	2768.18	3616.64
	02/01/2015	NM	70C	2822.00	3687.36
5545 CARDIAC ELECTRODIAGNOSTIC TECH I	CURRENT	NM	63J	2373.55	3102.64
	12/13/2013	NM	64F	2421.00	3163.64
	10/01/2014	NM	65C	2469.00	3225.82
	02/01/2015	NM	65L	2517.00	3289.09
5546 CARDIAC ELECTRODIAGNOSTIC TECH II	CURRENT	NM	66H	2566.91	3354.27
	12/13/2013	NM	67E	2617.45	3420.09
	10/01/2014	NM	68B	2668.64	3486.64
	02/01/2015	NM	68K	2721.73	3555.73
5547 CARDIAC ELECTRODIAGNOSTIC TECH III	CURRENT	NM	71J	2941.00	3844.18
	12/13/2013	NM	72F	2998.82	3919.73
	10/01/2014	NM	73C	3057.91	3996.82
	02/01/2015	NM	73L	3117.55	4076.09
5556 CARDIOVASCULAR TECHNICIAN	CURRENT	NM	80K	3751.64	4916.00
	12/13/2013	NM	81G	3825.64	5014.18
	10/01/2014	NM	82D	3900.64	5114.18
	02/01/2015	NM	83A	3977.00	5216.00
5555 CARDIOVASCULAR TECHNICIAN TRAINEE	CURRENT		F		2770.98
	12/13/2013		F		2826.40
	10/01/2014		F		2882.93
	02/01/2015		F		2940.59
5092 CERTIFIED MEDICAL ASSISTANT	CURRENT	NM	68C	2675.27	3495.27
	12/13/2013	NM	68L	2728.36	3564.36
	10/01/2014	NM	69H	2781.45	3634.09
	02/01/2015	NM	70E	2836.00	3705.73
5064 CLINIC DRIVER	CURRENT	NM	66A	2523.00	3297.00
	12/13/2013	NM	66J	2573.18	3362.45
	10/01/2014	NM	67F	2623.82	3428.36
	02/01/2015	NM	68C	2675.27	3495.27
5090 CLINIC LICENSED VOCATIONAL NURSE I	CURRENT	NM	68K	2721.73	3555.73
	12/13/2013	NM	69G	2774.82	3625.36
	10/01/2014	NM	70D	2829.00	3696.55
	02/01/2015	NM	71A	2885.00	3770.00
5094 CLINIC LICENSED VOCATIONAL NURSE II	CURRENT	NM	70K	2871.00	3751.64
	12/13/2013	NM	71G	2927.00	3825.64
	10/01/2014	NM	72D	2984.09	3900.64
	02/01/2015	NM	73A	3043.00	3977.00

5087 CLINIC NURSING ATTENDANT I	CURRENT	N2M	53H	1900.09	2367.73
	12/13/2013	N2M	54E	1938.64	2415.00
	10/01/2014	N2M	55B	1977.91	2463.00
	02/01/2015	N2M	55K	2017.18	2511.00
5088 CLINIC NURSING ATTENDANT II	CURRENT	NM	57K	2017.18	2649.27
	12/13/2013	NM	58G	2058.09	2701.82
	10/01/2014	NM	59D	2099.82	2754.91
	02/01/2015	NM	60A	2142.00	2808.00
5604 CLINICAL PERFUSION TECHNICIAN	CURRENT	NM	93F	5281.00	6925.45
	12/13/2013	NM	94C	5385.73	7063.09
	10/01/2014	NM	94L	5492.64	7203.45
	02/01/2015	NM	95H	5602.09	7347.64
5603 CLINICAL PERFUSION TECHNICIAN ASST	CURRENT	NM	77B	3395.27	4443.09
	12/13/2013	NM	77K	3461.45	4531.82
	10/01/2014	NM	78G	3529.82	4622.18
	02/01/2015	NM	79D	3599.18	4714.18
4964 CYTOLOGY LABORATORY TECH INSTRUCTOR	CURRENT	NM	93F	5281.00	6925.45
	12/13/2013	NM	94C	5385.73	7063.09
	10/01/2014	NM	94L	5492.64	7203.45
	02/01/2015	NM	95H	5602.09	7347.64
4745 DENTAL ASSISTANT	CURRENT	NM	60K	2191.09	2871.00
	12/13/2013	NM	61G	2235.27	2927.00
	10/01/2014	NM	62D	2280.45	2984.09
	02/01/2015	NM	63A	2327.00	3043.00
4746 DENTAL ASSISTANT, SPECIAL PROCEDURES	CURRENT	NM	64F	2421.00	3163.64
	12/13/2013	NM	65C	2469.00	3225.82
	10/01/2014	NM	65L	2517.00	3289.09
	02/01/2015	NM	66H	2566.91	3354.27
4749 DENTAL LAB RADIOLOGIC TECHNICIAN	CURRENT	NM	66D	2541.82	3321.55
	12/13/2013	NM	67A	2592.00	3387.00
	10/01/2014	NM	67J	2642.91	3453.18
	02/01/2015	NM	68F	2695.18	3521.18
4750 DENTAL LABORATORY TECHNICIAN	CURRENT	NM	77J	3453.18	4520.73
	12/13/2013	NM	78F	3521.18	4610.82
	10/01/2014	NM	79C	3590.45	4702.45
	02/01/2015	NM	79L	3660.27	4796.27
5794 DIAGNOSTIC ULTRASOUND TECHNICIAN	CURRENT	NM	87A	4432.00	5813.00
	12/13/2013	NM	87J	4520.73	5929.36
	10/01/2014	NM	88F	4610.82	6047.55
	02/01/2015	NM	89C	4702.45	6167.73

5560 ELECTROENCEPHALOGRAPH TECHNICIAN I	CURRENT	NM	72G	3006.18	3929.27
	12/13/2013	NM	73D	3065.36	4006.73
	10/01/2014	NM	74A	3125.00	4086.00
	02/01/2015	NM	74J	3186.82	4167.45
5561 ELECTROENCEPHALOGRAPH TECHNICIAN II	CURRENT	NM	75H	3265.36	4271.18
	12/13/2013	NM	76E	3329.73	4356.27
	10/01/2014	NM	77B	3395.27	4443.09
	02/01/2015	NM	77K	3461.45	4531.82
4936 ELECTRON MICROSCOPY SPECIALIST	CURRENT	NM	84E	4126.73	5412.45
	12/13/2013	NM	85B	4208.45	5519.73
	10/01/2014	NM	85K	4292.09	5629.55
	02/01/2015	NM	86G	4377.91	5742.09
5625 EMERGENCY PATIENT TRANSFER COORD	CURRENT	NM	82D	3900.64	5114.18
	12/13/2013	NM	83A	3977.00	5216.00
	10/01/2014	NM	83J	4056.27	5320.00
	02/01/2015	NM	84F	4136.91	5425.82
5624 EMER PAT TRNSFR COORD(NON-MEGAFLEX)	CURRENT	NM	82D	3900.64	5114.18
	12/13/2013	NM	83A	3977.00	5216.00
	10/01/2014	NM	83J	4056.27	5320.00
	02/01/2015	NM	84F	4136.91	5425.82
4887 FORENSIC TECHNICIAN I	CURRENT	NM	73C	3057.91	3996.82
	12/13/2013	NM	73L	3117.55	4076.09
	10/01/2014	NM	74H	3179.09	4157.27
	02/01/2015	NM	75E	3241.64	4239.82
4888 FORENSIC TECHNICIAN II	CURRENT	N3M	77B	3779.27	4443.09
	12/13/2013	N3M	77K	3853.45	4531.82
	10/01/2014	N3M	78G	3929.27	4622.18
	02/01/2015	N3M	79D	4006.73	4714.18
5584 GRAD RESPIRATORY CARE PRACTITIONER	CURRENT		F		3802.64
	12/13/2013		F		3878.69
	10/01/2014		F		3956.26
	02/01/2015		F		4035.39
5606 HOSPITAL MEDICAL ASSISTANT	CURRENT	NM	70E	2836.00	3705.73
	12/13/2013	NM	71B	2892.00	3779.27
	10/01/2014	NM	71K	2948.00	3853.45
	02/01/2015	NM	72G	3006.18	3929.27
4976 LABORATORY ASSISTANT	CURRENT	NM	61K	2251.91	2948.00
	12/13/2013	NM	62G	2297.91	3006.18
	10/01/2014	NM	63D	2344.45	3065.36
	02/01/2015	NM	64A	2391.00	3125.00
4975 LABORATORY ASSISTANT, TRANSPORTATION	CURRENT	NM	61K	2251.91	2948.00
	12/13/2013	NM	62G	2297.91	3006.18
	10/01/2014	NM	63D	2344.45	3065.36
	02/01/2015	NM	64A	2391.00	3125.00

4978 LABORATORY EQUIPMENT SERVICE TECH	CURRENT	NM	69C	2748.27	3590.45
	12/13/2013	NM	69L	2801.36	3660.27
	10/01/2014	NM	70H	2857.00	3733.27
	02/01/2015	NM	71E	2913.00	3807.09
5590 LEAD RESPIRATORY CARE PRACTITIONER	CURRENT	NM	88B	4565.36	5987.91
	12/13/2013	NM	88K	4656.27	6107.18
	10/01/2014	NM	89G	4749.36	6229.18
	02/01/2015	NM	90D	4844.00	6353.18
5104 LICENSED VOCATIONAL NURSE I	CURRENT	NM	68K	2721.73	3555.73
	12/13/2013	NM	69G	2774.82	3625.36
	10/01/2014	NM	70D	2829.00	3696.55
	02/01/2015	NM	71A	2885.00	3770.00
5105 LICENSED VOCATIONAL NURSE II	CURRENT	NM	70K	2871.00	3751.64
	12/13/2013	NM	71G	2927.00	3825.64
	10/01/2014	NM	72D	2984.09	3900.64
	02/01/2015	NM	73A	3043.00	3977.00
5106 LICENSED VOCATIONAL NURSE III	CURRENT	NM	74H	3179.09	4157.27
	12/13/2013	NM	75E	3241.64	4239.82
	10/01/2014	NM	76B	3305.18	4323.82
	02/01/2015	NM	76K	3370.64	4410.36
4931 MILK TECHNICIAN	CURRENT	NM	68K	2721.73	3555.73
	12/13/2013	NM	69G	2774.82	3625.36
	10/01/2014	NM	70D	2829.00	3696.55
	02/01/2015	NM	71A	2885.00	3770.00
5782 MRI TECHNOLOGIST I	CURRENT	NM	84D	4116.55	5399.09
	12/13/2013	NM	85A	4198.00	5506.00
	10/01/2014	NM	85J	4281.64	5615.82
	02/01/2015	NM	86F	4367.09	5727.91
5783 MRI TECHNOLOGIST II	CURRENT	NM	86D	4345.45	5699.55
	12/13/2013	NM	87A	4432.00	5813.00
	10/01/2014	NM	87J	4520.73	5929.36
	02/01/2015	NM	88F	4610.82	6047.55
5802 NUCLEAR MEDICINE TECHNOLOGIST I	CURRENT	NM	87G	4498.55	5900.27
	12/13/2013	NM	88D	4588.09	6017.73
	10/01/2014	NM	89A	4679.00	6137.00
	02/01/2015	NM	89J	4772.82	6259.91
5803 NUCLEAR MEDICINE TECHNOLOGIST II	CURRENT	NM	89B	4690.73	6152.36
	12/13/2013	NM	89K	4784.55	6275.27
	10/01/2014	NM	90G	4880.00	6400.36
	02/01/2015	NM	91D	4977.09	6527.55

5107 NURSING ASSISTANT, SHERIFF	CURRENT	NM	74H	3179.09	4157.27
	12/13/2013	NM	75E	3241.64	4239.82
	10/01/2014	NM	76B	3305.18	4323.82
	02/01/2015	NM	76K	3370.64	4410.36
5098 NURSING ATTENDANT I	CURRENT	N2M	53H	1900.09	2367.73
	12/13/2013	N2M	54E	1938.64	2415.00
	10/01/2014	N2M	55B	1977.91	2463.00
	02/01/2015	N2M	55K	2017.18	2511.00
5100 NURSING ATTENDANT II	CURRENT	NM	57K	2017.18	2649.27
	12/13/2013	NM	58G	2058.09	2701.82
	10/01/2014	NM	59D	2099.82	2754.91
	02/01/2015	NM	60A	2142.00	2808.00
5101 NURSING ATTENDANT III	CURRENT	NM	59C	2094.55	2748.27
	12/13/2013	NM	59L	2136.73	2801.36
	10/01/2014	NM	60H	2180.18	2857.00
	02/01/2015	NM	61E	2224.18	2913.00
5097 NURSING ATTENDANT TRAINEE	CURRENT		F		1776.42
	12/13/2013		F		1811.95
	10/01/2014		F		1848.19
	02/01/2015		F		1885.15
5858 OCCUPATIONAL THERAPY ASSISTANT	CURRENT	NMR	75A	3210.00	4940.00
	12/13/2013	NMR	75J	3273.27	5038.91
	10/01/2014	NMR	76F	3337.91	5139.64
	02/01/2015	NMR	77C	3403.55	5242.00
5608 OPHTHALMOLOGY TECHNICIAN	CURRENT	NM	62J	2309.55	3020.91
	12/13/2013	NM	63F	2356.09	3080.27
	10/01/2014	NM	64C	2403.00	3140.45
	02/01/2015	NM	64L	2451.00	3202.27
5595 ORTHOPEDIC TECHNICIAN	CURRENT	NM	70K	2871.00	3751.64
	12/13/2013	NM	71G	2927.00	3825.64
	10/01/2014	NM	72D	2984.09	3900.64
	02/01/2015	NM	73A	3043.00	3977.00
5612 ORTHOPTIC TECHNICIAN	CURRENT	NM	74E	3155.91	4126.73
	12/13/2013	NM	75B	3217.91	4208.45
	10/01/2014	NM	75K	3281.18	4292.09
	02/01/2015	NM	76G	3346.09	4377.91
5504 PHARMACY TECHNICIAN	CURRENT	NM	67E	2617.45	3420.09
	12/13/2013	NM	68B	2668.64	3486.64
	10/01/2014	NM	68K	2721.73	3555.73
	02/01/2015	NM	69G	2774.82	3625.36
4977 PHLEBOTOMY TECHNICIAN I	CURRENT	N2M	62H	2433.00	3013.55
	12/13/2013	N2M	63E	2481.00	3072.82
	10/01/2014	N2M	64B	2529.27	3132.73
	02/01/2015	N2M	64K	2579.45	3194.55

4981 PHLEBOTOMY TECHNICIAN II	CURRENT	NM	64J	2439.00	3186.82
	12/13/2013	NM	65F	2487.00	3249.55
	10/01/2014	NM	66C	2535.55	3313.36
	02/01/2015	NM	66L	2585.73	3378.82
5836 PHYSICAL THERAPIST ASSISTANT	CURRENT	NMR	75A	3210.00	4940.00
	12/13/2013	NMR	75J	3273.27	5038.91
	10/01/2014	NMR	76F	3337.91	5139.64
	02/01/2015	NMR	77C	3403.55	5242.00
8161 PSYCHIATRIC TECHNICIAN I	CURRENT	NM	69B	2741.64	3581.73
	12/13/2013	NM	69K	2794.73	3651.55
	10/01/2014	NM	70G	2850.00	3724.09
	02/01/2015	NM	71D	2906.00	3797.82
8162 PSYCHIATRIC TECHNICIAN II	CURRENT	NM	73A	3043.00	3977.00
	12/13/2013	NM	73J	3102.64	4056.27
	10/01/2014	NM	74F	3163.64	4136.91
	02/01/2015	NM	75C	3225.82	4218.91
8163 PSYCHIATRIC TECHNICIAN III	CURRENT	NM	76A	3297.00	4313.00
	12/13/2013	NM	76J	3362.45	4399.55
	10/01/2014	NM	77F	3428.36	4487.45
	02/01/2015	NM	78C	3495.27	4576.73
5567 PULMONARY PHYSIOLOGY TECHNICIAN I	CURRENT	NM	77C	3403.55	4454.18
	12/13/2013	NM	77L	3469.73	4542.91
	10/01/2014	NM	78H	3538.45	4633.55
	02/01/2015	NM	79E	3607.91	4725.91
5568 PULMONARY PHYSIOLOGY TECHNICIAN II	CURRENT	NM	81B	3779.27	4952.36
	12/13/2013	NM	81K	3853.45	5051.27
	10/01/2014	NM	82G	3929.27	5152.36
	02/01/2015	NM	83D	4006.73	5255.00
5569 PULMONARY PHYSIOLOGY TECHNICIAN III	CURRENT	NM	83B	3986.91	5229.00
	12/13/2013	NM	83K	4066.18	5333.00
	10/01/2014	NM	84G	4147.09	5439.18
	02/01/2015	NM	85D	4229.36	5547.18
5565 PULMONARY PHYSIOLOGY TECH TRAINEE	CURRENT		F		2677.79
	12/13/2013		F		2731.35
	10/01/2014		F		2785.98
	02/01/2015		F		2841.70
5801 RADIATION THERAPY TECHNOLOGIST	CURRENT	NM	91G	5014.18	6576.09
	12/13/2013	NM	92D	5114.18	6706.91
	10/01/2014	NM	93A	5216.00	6840.00
	02/01/2015	NM	93J	5320.00	6976.73

5798 RADIOLOGIC TECHNOLOGIST	CURRENT	NM	82D	3900.64	5114.18
	12/13/2013	NM	83A	3977.00	5216.00
	10/01/2014	NM	83J	4056.27	5320.00
	02/01/2015	NM	84F	4136.91	5425.82
5799 RADIOLOGIC TECHNOLOGIST,SPEC PROC	CURRENT	NM	84D	4116.55	5399.09
	12/13/2013	NM	85A	4198.00	5506.00
	10/01/2014	NM	85J	4281.64	5615.82
	02/01/2015	NM	86F	4367.09	5727.91
5506 RADIOPHARMACY TECHNICIAN	CURRENT	NM	70L	2878.00	3760.82
	12/13/2013	NM	71H	2934.00	3834.91
	10/01/2014	NM	72E	2991.45	3910.18
	02/01/2015	NM	73B	3050.45	3986.91
5869 RECREATION THERAPY AIDE	CURRENT	NM	66J	2573.18	3362.45
	12/13/2013	NM	67F	2623.82	3428.36
	10/01/2014	NM	68C	2675.27	3495.27
	02/01/2015	NM	68L	2728.36	3564.36
5870 RECREATION THERAPY ASSISTANT	CURRENT	NM	73A	3043.00	3977.00
	12/13/2013	NM	73J	3102.64	4056.27
	10/01/2014	NM	74F	3163.64	4136.91
	02/01/2015	NM	75C	3225.82	4218.91
5108 REHABILITATION ASSOCIATE	CURRENT	NM	61K	2251.91	2948.00
	12/13/2013	NM	62G	2297.91	3006.18
	10/01/2014	NM	63D	2344.45	3065.36
	02/01/2015	NM	64A	2391.00	3125.00
5882 REHABILITATION THERAPY TECHNICIAN	CURRENT	NMR	64A	2391.00	3669.00
	12/13/2013	NMR	64J	2439.00	3742.45
	10/01/2014	NMR	65F	2487.00	3816.36
	02/01/2015	NMR	66C	2535.55	3891.09
5575 RENAL DIALYSIS EQUIPMENT TECHNICIAN	CURRENT	NM	72H	3013.55	3938.82
	12/13/2013	NM	73E	3072.82	4016.64
	10/01/2014	NM	74B	3132.73	4096.18
	02/01/2015	NM	74K	3194.55	4177.64
5588 RESPIRATORY CARE PRACTITIONER	CURRENT	NM	83B	3986.91	5229.00
	12/13/2013	NM	83K	4066.18	5333.00
	10/01/2014	NM	84G	4147.09	5439.18
	02/01/2015	NM	85D	4229.36	5547.18
5585 RESPIRATORY CARE PRACTITIONER I	CURRENT	NM	80J	3742.45	4904.00
	12/13/2013	NM	81F	3816.36	5001.82
	10/01/2014	NM	82C	3891.09	5101.45
	02/01/2015	NM	82L	3967.45	5203.27
5586 RESPIRATORY CARE PRACTITIONER II	CURRENT	NM	83H	4046.36	5307.00
	12/13/2013	NM	84E	4126.73	5412.45
	10/01/2014	NM	85B	4208.45	5519.73
	02/01/2015	NM	85K	4292.09	5629.55

4880 SENIOR FORENSIC ATTENDANT	CURRENT	NM	72D	2984.09	3900.64
	12/13/2013	NM	73A	3043.00	3977.00
	10/01/2014	NM	73J	3102.64	4056.27
	02/01/2015	NM	74F	3163.64	4136.91
4980 SENIOR LABORATORY ASSISTANT	CURRENT	NM	65K	2511.00	3281.18
	12/13/2013	NM	66G	2560.64	3346.09
	10/01/2014	NM	67D	2611.09	3411.82
	02/01/2015	NM	68A	2662.00	3478.00
5597 SENIOR ORTHOPEDIC TECHNICIAN	CURRENT	NM	73J	3102.64	4056.27
	12/13/2013	NM	74F	3163.64	4136.91
	10/01/2014	NM	75C	3225.82	4218.91
	02/01/2015	NM	75L	3289.09	4302.55
5576 SENIOR RENAL DIALYSIS EQUIP TECH	CURRENT	NM	74J	3186.82	4167.45
	12/13/2013	NM	75F	3249.55	4250.27
	10/01/2014	NM	76C	3313.36	4334.64
	02/01/2015	NM	76L	3378.82	4421.18
5589 SR RESPIRATORY CARE PRACTITIONER	CURRENT	NM	86B	4323.82	5671.18
	12/13/2013	NM	86K	4410.36	5784.64
	10/01/2014	NM	87G	4498.55	5900.27
	02/01/2015	NM	88D	4588.09	6017.73
5792 STUDENT NUCLEAR MEDICINE TECHNICIAN	CURRENT		F		2043.07
	12/13/2013		F		2083.93
	10/01/2014		F		2125.61
	02/01/2015		F		2168.12
5791 STUDENT RADIATION THERAPY TECH	CURRENT		F		2043.07
	12/13/2013		F		2083.93
	10/01/2014		F		2125.61
	02/01/2015		F		2168.12
5884 SUBSTANCE ABUSE COUNSELOR	CURRENT	NM	70H	2857.00	3733.27
	12/13/2013	NM	71E	2913.00	3807.09
	10/01/2014	NM	72B	2969.36	3881.55
	02/01/2015	NM	72K	3028.27	3957.91
5883 SUBSTANCE ABUSE COUNSELOR AID	CURRENT	NM	65A	2457.00	3210.00
	12/13/2013	NM	65J	2505.00	3273.27
	10/01/2014	NM	66F	2554.36	3337.91
	02/01/2015	NM	67C	2604.73	3403.55
5111 SURGICAL TECHNICIAN	CURRENT	NM	70K	2871.00	3751.64
	12/13/2013	NM	71G	2927.00	3825.64
	10/01/2014	NM	72D	2984.09	3900.64
	02/01/2015	NM	73A	3043.00	3977.00

5878 THERAPY TECHNICIAN TRAINEE	CURRENT		F		1737.02
	12/13/2013		F		1771.76
	10/01/2014		F		1807.20
	02/01/2015		F		1843.34
4954 TISSUE ANALYSIS TECHNICIAN I	CURRENT	NM	78K	3555.73	4656.27
	12/13/2013	NM	79G	3625.36	4749.36
	10/01/2014	NM	80D	3696.55	4844.00
	02/01/2015	NM	81A	3770.00	4940.00
4955 TISSUE ANALYSIS TECHNICIAN II	CURRENT	NM	80K	3751.64	4916.00
	12/13/2013	NM	81G	3825.64	5014.18
	10/01/2014	NM	82D	3900.64	5114.18
	02/01/2015	NM	83A	3977.00	5216.00
4953 TISSUE ANALYSIS TECHNICIAN TRAINEE	CURRENT		F		2428.16
	12/13/2013		F		2476.72
	10/01/2014		F		2526.25
	02/01/2015		F		2576.78
4949 TOXICOLOGICAL TECHNOLOGIST	CURRENT	N2M	71G	3087.73	3825.64
	12/13/2013	N2M	72D	3148.18	3900.64
	10/01/2014	N2M	73A	3210.00	3977.00
	02/01/2015	N2M	73J	3273.27	4056.27
4948 TOXICOLOGY TECHNICIAN	CURRENT	NM	66C	2535.55	3313.36
	12/13/2013	NM	66L	2585.73	3378.82
	10/01/2014	NM	67H	2636.55	3444.91
	02/01/2015	NM	68E	2688.55	3512.55
5096 UNIT SUPPORT ASSISTANT	CURRENT	N3M	51H	1900.09	2240.82
	12/13/2013	N3M	52E	1938.64	2286.27
	10/01/2014	N3M	53B	1977.91	2332.82
	02/01/2015	N3M	53K	2017.18	2379.36
5613 UROLOGY TECHNICIAN I	CURRENT	NM	66A	2523.00	3297.00
	12/13/2013	NM	66J	2573.18	3362.45
	10/01/2014	NM	67F	2623.82	3428.36
	02/01/2015	NM	68C	2675.27	3495.27
5614 UROLOGY TECHNICIAN II	CURRENT	NM	68A	2662.00	3478.00
	12/13/2013	NM	68J	2715.09	3547.09
	10/01/2014	NM	69F	2768.18	3616.64
	02/01/2015	NM	70C	2822.00	3687.36

Section 2. Step Advances

- A. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- B. If no performance review is filed as defined in A. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due. Where no Performance Evaluation is issued in accordance with Paragraph A. above, the employee may request his department in writing to issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.
- C. Grievances arising out of this section shall be processed as follows:
1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance

is filed with the Department of the Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

2. Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
 3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impact the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3. Flexible Hire Rate

- A. Persons employed in one of the following classifications, who upon appointment have at least 24 but less than 36 months technical experience shall be compensated on a four-step salary range; persons so employed, who upon appointment, have at least 36 but less than 48 months technical experience shall be compensated on a three-step salary range; persons so employed who, upon appointment have 48 or more months technical experience shall be compensated on a two-step salary range; other persons employed shall be compensated on a five-step salary range:

- 4977 Phlebotomy Technician I
- 4978 Phlebotomy Technician II
- 5858 Certified Occupational Therapy Assistant
- 5111 Surgical Technician
- 5802 Nuclear Medicine Technologist I
- 5794 Diagnostic Ultrasound Technician
- 4954 Tissue Analysis Technician I
- 4955 Tissue Analysis Technician II
- 5585 Respiratory Care Practitioner I
- 5586 Respiratory Care Practitioner II
- 5567 Pulmonary Physiology Technician I
- 5801 Radiation Therapy Technologist
- 5833 Physical Therapist Assistant

5854 Occupational Therapist Assistant

5556 Cardiovascular Technician

5613 Urology Technician I

- B. Persons employed in one of the following classifications, who upon appointment have at least 24 but less than 36 months of technical experience shall be compensated on a three-step salary range; persons so employed who, on appointment have at least 36 but less than 48 months of technical experience shall be compensated on a two-step salary range; persons so employed who, upon appointment have 48 or more months of such experience shall be compensated on a one-step salary range; other persons so employed shall be compensated on a four-step salary range:

5604 Clinical Perfusion Technician

5104 Licensed Vocational Nurse I

5090 Clinic Licensed Vocational Nurse I

5798 Radiologic Technologist

5107 Nursing Assistant, Sheriff

- C. "Person employed in classifications of Psychiatric Technicians I & II, who upon appointment have at least 6 but less than 12 months of technical experience shall be compensated on a three-step salary range; persons so employed who upon appointment have at least 12 but less than 24 months of technical experience shall be compensated on a two-step salary range; persons so employed who upon

appointment have 24 or more months of such experience shall be compensated on a one-step salary range; all other persons employed shall be compensated on a five-step salary range."

- D. Persons employed on or before August 31, 1985, who meet the experience requirements as stated in Section 3, A, B, or C above, shall effective September 1, 1985, be placed on the salary range to which their experience as of said date entitled them. Step placement and advancement within such range shall be in accordance with the provisions of the County Code.
- E. Technical experience is defined as that experience equivalent to the duties and responsibilities of those classes stated in Section 3, A, B & C, as determined by the Director of Health Services; provided, however, that in no event shall combination of experience in more than one of the above classifications be credited.

Section 4. Special Step Advance

Effective July 1, 1982, employees in this Unit holding positions compensated at Schedule 33A or below shall be advanced to the second step of the salary range upon completion of six months continuous service pursuant to Section 6.08.010 of the County Code.

Section 5. Psychiatric Mobile Response Team Coordinator Bonus

Whenever any person holding a permanent, full time position of Psychiatric Technician II (Item No. 8162) or Psychiatric Technician III (Item No. 8163) is regularly assigned

administrative and coordination responsibilities for a psychiatric mobile response team, such person shall be entitled to compensation at a rate of 2.75% higher (one standard schedule of County Code Section 6.26.010) than that established for his/her position in Article 62, Subsection 1 of this agreement.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX BOFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. LIGHTING

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. GLARE

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. **MAINTENANCE**

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX C**EMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT****Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29

C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

SWHa

U.S. Wage and Hour Division

WHO Publication 1420 Re., ised January 2009

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE A"PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Ste. 100,
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320
Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE B"FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND
PREGNANCY DISABILITY LEAVE

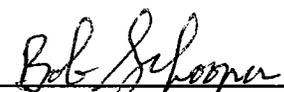
- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number

DFEH-100-21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By 
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE


WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISING PARAMEDICAL HEALTH
EMPLOYEE REPRESENTATION UNIT

This MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County")

AND

SEIU, Local 721, CTW, CLC (hereinafter referred
to as "Union").

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable state law, Joint Council was certified on April 28, 1971, by County's Employee Relations Commission (Employee Relations Commission File No. R-111-71) as the majority representative of County employees in the Supervisory Paramedical-Health Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Effective January 15, 2000, the Employee Relations Commission recognized SEIU, Local 721 as the majority representative of County employees in this unit. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007 transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU Local 660 and SEIU Local 535. Management hereby recognizes Local 721 as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management agrees that it shall recognize SEIU, Local 721, as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and SEIU, Local 721, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term, and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's.

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature

of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and

regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each

party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination
 - Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding on all parties.

Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the

matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to,

or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
 8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
 9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
 10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative

action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such

changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or

CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3. Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4. Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A Contracts.

Section 5. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTSSection 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign

employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.

- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDYSection 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until

the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement. Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military

leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAM

Program Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

- Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

- FLSA Exempt employees must request EVTO in full work day increments.

- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

- EVTO is not available to employees on any other paid or unpaid leave.

- Department Heads may continue to approve other unpaid leave of absences.

- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its

efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT
COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDSSection 1.

Management will furnish adequate bulletin board space to SEIU, Local 721 where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the

receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTHSection 1.

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. Local 721 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practice, equipment, and conditions, and to report any such unsafe practices, or conditions to their immediate supervisors.

Section 2.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or their representative may submit the matter to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) business days. If the employee or their representative is not satisfied with the response of the safety officer, the Union may consult with the Chief Executive Office or their designee. A representative of such branch shall respond to the department head and the Union within ten (10) business days. If the Union is not satisfied with the response of the Chief Executive Office, the issue may be taken within ten (10) business days to arbitration as set forth in Article 11. During such ten (10) days, consultation between the department head and the Union will take place.

Section 3.

It is understood and agreed that the Union reserves its rights under Article 13, Grievances General-In-Character, in cases where the Union does not consider the resolution of a given safety problem through the procedure outlined herein to be correct in light of the facts of the situation even though the case in dispute may not involve a significantly large number of employees.

Section 4.

Management and SEIU, Local 721 mutually agree to establish a joint Health and Safety Committee to review health and safety problems, including but not limited to infectious disease control, their causes and prevention. The Committee shall consist of four (4) representatives appointed by the Union and four (4) representatives appointed by Management. The Committee shall meet bi-monthly.

Section 5.

The departmental safety officer or appropriate representative will update and maintain complete first aid kits in all non-clinical areas, and ensure that the kits are accessible to the employees.

Section 6.

Nothing herein precludes Management from combining Health and Safety Committees. Management and SEIU, Local 721 are committed to the use, purchase and maintenance of microelectronics technology and specifically, video display terminals (VDTS), in a manner

which is safe and complies with all applicable laws, Occupational Safety and Health Administration (OSHA) regulations and guidelines and which complies with current National Institute for Occupational Safety and Health (NIOSH) recommendations and guidelines.

Section 7.

Management shall develop and implement written policies and procedures to deal with on-the-job assault. Such policies shall be reviewed with all new hires as part of their orientation process, and shall be made available to any current employee upon request. Such policies shall address the prevention of assault on the job and management of situations of assaults and the provision of the post-traumatic support and counseling for employees who have been assaulted. The Health and Safety Committee shall have the authority to make recommendations to the policies referenced in this Section.

Section 8. Training

Management will endeavor to provide training consistent with the objectives of the Hazardous Materials Division; and this training will include use of protective clothing, equipment and other safety devices that are used by employees engaged in evaluating hazardous substance exposures or incidents.

Section 9. Critical Incident Stress Debriefing

Management shall make available access to stress debriefing following critical incidents during work.

Section 10.

Management shall provide at no cost to the employees of all classifications covered by this MOU, all health services that are mandated by law.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (E-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICESSection 1.

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2. Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDSSection 1. Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by SEIU, Local 721.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1. Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals. Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2. Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3. Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4. Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.

- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.

- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.

- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.

- F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5. Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.
- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.
- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.

- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resources office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.
- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.
- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.
- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County". This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6. Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 7. Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.
2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).
2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.
4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is

needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8. Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9. Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10. DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including but not limited to study guides and practice skills labs;
- Study time and remediation; and
- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42 DEPARTMENT OF MENTAL HEALTH, HEALTH CARE REFORM

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for and responding to changes under healthcare reform and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare reform before implementation.

The committee will have fifteen (15) Local 721 employee representatives. Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform in DMH' when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization with the goal of achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.
- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform Committee

This article will expire on September 30, 2015, with the exception of the section on work place safety. If the parties have not completed the work of DMH health care reform by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44 CONTINUING EDUCATION

Management recognizes the importance of continuing education for employees in this Unit and will give consideration to employee requests to attend available work-related educational programs, seminars, professional conferences and professional meetings on County time.

Time Off

For employees in this bargaining Unit who are required, now or in the future, to complete continuing education as a condition of licensure/certification/registration renewal, Management shall grant such employees County Paid Time Off (i.e., "salary only" exclusive of overtime) in consideration of the needs of the service for required CEU credits; AND/OR at the discretion of Management, provide in-house educational programs which qualify for continuing education units. Employees of this Bargaining Unit shall have the discretion to complete their continuing education units through an in-house program or an outside source.

Training hours may be completed the first, second, and/or third year of this contract.

Self-Study

County paid time-off will be granted for self-study courses provided that the courses are accredited for the purpose of completing continuing education as a condition of licensure/certification/registration renewal, and prior approval of Management is obtained. Employees will provide documentation of completed continuing education hours.

Employee Requests

Management, in consideration of the needs of the service, will distribute equitably among all employees in the same job assignment, the requested paid County time (i.e., salary only) exclusive of overtime.

If the needs of the service are not negatively impacted, Management shall adjust the employee's workweek to include attendance at approved continuing education programs when such training falls on a Saturday and/or Sunday, or regular day off, or at a time that is outside of regular work hours.

County paid-time off up to a maximum of eight (8) hours per day for approved continuing education includes the time required for attendance at the training, as well as reasonable travel time.

In-Service Education

Whenever employees in this unit, after attending a continuing education course are required to provide an in-house educational service to their department, Management will grant up to, but not to exceed four (4) hours of County-paid time and provide County resources to prepare for a one (1) hour in-service presentation.

Based upon the needs of the service, in-service education shall be on County time and members shall be relieved from assigned duties throughout the session.

When mandated by Management or by laws/regulations, County shall provide CPR training, CPR certification completion card, and training materials to members covered by this MOU. A deposit may be required to obtain the training materials, refundable upon return.

Consultation

Management and Local 721 will consult pursuant to Los Angeles County Code Section 5.04.090 (A) when new or revised continuing education requirements are mandated/required for maintenance of licensure/registration/certification when such licensure/registration/certification is required for County employment. The purpose of said consultation is to determine how many hours of County paid time off should be made available to employees in order to meet mandatory continuing education requirements.

Management will continue to consult with the Union regarding the testing procedures and test preparation for the Ambulance series.

Management has developed and begun operation of a plan to provide EMT I training or its equivalent to ambulance personnel within the Department of Health Services.

Nothing in this Article shall be construed as preventing Management from extending the EMT I training program to the more advanced EMT training programs.

ARTICLE 45 TRAINING

Section 1.

Management and Local 721 recognize that training programs and the advancement of employees to positions of higher skill are matters of great importance and interest to Management, Local 721, and the employees covered by this Memorandum.

Management, upon the official request of Local 721, will meet with Local 721 to consult concerning any specific existing training programs or upgrading opportunities and for the development of any new training programs.

Nothing in this Article shall be construed as limiting Management's authority to make temporary assignments on higher rated classes for the purpose of qualifying the employee for promotional examinations or training.

Section 2.

Management shall not dock the employee's regular pay for time spent in scheduled training programs.

Section 3.

1. New Technology

As new technology is introduced in the work environment and is required to be used by specific employees, Management shall train the affected employees in the new technology.

2. Training Opportunities

An employee in the unit may request to participate in education programs, symposiums, seminars, conferences and meetings which would lead to an increase in the skills, knowledge, and understanding of the employee's current job assignment, or may lead to a promotional opportunity. Employee training requests for County time to attend such programs shall be subject to Management fair and equitable approval based on the needs of the service.

3. In-Service Training

Management agrees to continue departmental in-service training programs which are in effect at the time the Memorandum of Understanding is implemented until their terms have expired and also to encourage the establishment of in-service training programs in departments and classifications where possible. Management agrees to make information concerning in-service training programs available to employees within the unit. Management agrees that training programs will not be established to deprive qualified employees of higher earnings.

4. Management will provide computer education when computer knowledge is essential to performing job duties, as determined by management's approval.

ARTICLE 46 FLOATING

Floating of supervising paramedical technical staff is a method used to meet/augment staffing required to meet patient care needs. It is Management's intent to limit floating outside of a paramedical technical staff's own clinical service, module and/or service line. Supervising paramedical technical staff will receive prior professional guidance and/or orientation/training to the service. Each area shall have a written unit/service specific orientation plan available as a reference for staff who have been floated. When it is necessary to float a supervising paramedical technical staff from his/her regularly assigned unit/service/service line, the supervising staff who has been floated may only perform within his/her areas of competency and his/her assignment shall reflect this. Supervising paramedical technical staff floating into specialty areas shall possess the required competency, skills and knowledge to perform their assigned duties.

Management will make every reasonable effort to minimize the incidents of floating more than 30 minutes after the start of the shift.

When the needs of the service require that an employee is to be floated, Management will consider in the following order: (1) volunteers; (2) registry and (3) permanent full time employees on a rotational basis. Only after such considerations(s), and dependent upon the needs of the service, will Management make a selection outside of numbers 1-3 above.

Supervising paramedical technical staff may be floated only one time per shift, unless they are needed back at their regularly scheduled work area, in which case they may float back.

A float log will be maintained and kept by Management at each facility to document the float rotation. All instances of floating will be recorded in the log. Name of person floating, classification, date, time, place(s) floated to, and justification for irregularities of rotation shall be documented in the log.

The float log shall be made available for review by the Union upon request. A photocopy shall also be provided to the Union upon request.

ARTICLE 47 WORKLOADSection 1. Commitment

Management and the Department of Health Services, Mental Health, Public health, Coroners, and the Sheriff agree that there should be adequate staff to provide safe patient care.

Section 2. Resolution of Complaints

When an employee believes that he/she has been persistently overworked, that employee may protest the work assignment to the immediate supervisor, but a good faith effort must be made to comply with the work assignment. Such protest should be submitted in writing at the beginning/and or during the shift. Management shall investigate the complaint and if a determination is made that the complaint is valid, every effort shall be made to correct it within the day.

If this complained-of assignment continues beyond the second day, the employee may proceed through the grievance procedure by filing a grievance at the second level.

When Management agrees that an overwork situation exists, action will be taken within the grievance time limits to remedy the overwork situation. If Management denies that the employee is overworked, and the employee believes that the over work situation continues, the employee may appeal that decision through the grievance procedure.

ARTICLE 48 WORK SCHEDULES

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management.

For the purpose of work schedules, the normal work week shall be five (5) eight-hour work days. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15-minute rest periods, scheduled according to the needs of the unit. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within the general area as prescribed by Management.

B. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times.

C. Work Schedule Changes

Except for emergencies (see Emergency Assignments article), employee's work schedules shall not be changed without written notice, including the reason to the employee at least ten (10) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice,

including the reason to the employee at least ten (10) working days prior to the date the change is to be effective.

Where work schedules are regularly and routinely used, such schedules shall be posted at least fourteen (14) calendar days prior to the effective date of any routine and general work schedule changes.

Management will make every reasonable effort to avoid changing employees' work schedules when an employee is enrolled in an educational program approved by Management. Prior written verification must be provided by the employee at the beginning of each period of enrollment.

If the needs of the service require a re-allocation of staff from one permanent shift to another, Management shall first consider pre-existing requests from qualified employees then solicit qualified volunteers. If there is no pre-existing list or volunteers, Management shall assign the vacant shift(s) to qualified bargaining unit employee(s) according to inverse seniority (the least senior first, etc.). For the purpose of this article, seniority shall be defined as the total amount of continuing service within a classification.

D. Consultation

Prior to implementing alternative work schedules, Management will consult with Local 721.

ARTICLE 49 LUNCH PERIODS

An employee shall not be required to take more than a one hour lunch period exclusive of the hours of the regular workday. An unpaid lunch period of thirty minutes will be permitted any employee required to work more than four hours of overtime beyond his/her regular shift. This lunch period may be taken at the option of the employee.

ARTICLE 50 WEEKENDS OFFSection 1. Definition

- A. For purposes of this article a weekend off is defined as two consecutive days between the hours of 7:00 p.m. Friday and 7:00 am Monday. Management may consider employees request for Friday and Saturday, or Saturday and Sunday as their weekend days off based upon operational needs.

During the initial orientation period, newly hired Bargaining Unit employees shall have the same regular work schedule as the assigned proctor or mentor.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of assessing the feasibility of providing two weekends off a month for members of this Bargaining Unit in the Department of Health Services. The Work Group shall consist of a core of two Labor representatives and two Management representatives. An additional three members each from Labor and Management will be added from each work area where weekend scheduling is being studied.

ARTICLE 51 ACCUMULATION OF LATE MINUTES

There will be no accumulation of incidents of tardiness of under fifteen (15) minutes for the purpose of reducing the pay of any employee covered by this Memorandum.

ARTICLE 52 EMERGENCY ASSIGNMENTSSection 1.

Nothing herein shall limit the authority of the Department Head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

Section 2. Definition

An emergency assignment shall be defined as the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of person and property within the territorial limits of a county, city and county, or city caused by such conditions as air pollution, fire, flood, storms, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake or the other conditions, other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

ARTICLE 53 VACATIONS

Management will approve vacations based on the needs of the service. Employees will submit their vacation requests during a period specified by management in each vacation scheduling unit. For vacation requests received during this period, management will make an intensive effort to approve vacations based on continuous service within classification within the unit. Following this period, employees may request vacation on a first-come, first-serve basis.

This article does not limit management's authority to schedule vacations based on the needs of the service, nor does this article change any existing vacation scheduling unit.

ARTICLE 54 HOLIDAYS

1. Whenever a holiday (as defined in the County Code for Los Angeles County as heretofore applied) occurs on an employee's regularly scheduled day off, the employee is entitled to an additional day off with pay.

2. Whenever an employee works on an overtime basis on a day which is both a holiday and a regularly scheduled day off, the employee is entitled to an additional day off and compensation at premium overtime rates providing he/she otherwise qualifies for such payment.

3. Management will make every effort to furnish employees with a summary statement of accrued holiday time.

4. Management shall make every reasonable effort to approve at least one of the following days off:

Thanksgiving Day, Christmas day, or New Year's Day. In lieu of this, an employee working evening or night shift may request Thanksgiving Eve, Christmas Eve, or New Year's Eve.

ARTICLE 55 DISCIPLINARY MATERIALS

If an employee is disciplined, the employee will be provided with all documents upon which the discipline is based. Copies will be furnished to the Union upon request.

ARTICLE 56 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

ARTICLE 57 CONSULTATION/LABOR MANAGEMENT COMMITTEESection 1. 221/222 Labor Management Committee

A. Purpose

Within thirty (30) days of the ratification of this agreement, Management and Labor shall convene a BU 221/222 Labor Management Committee to explore and implement agreed solutions to problems of mutual concern including, but not limited to:

1. Recruitment and retention
2. Hazardous working conditions
3. Workloads
4. Classification issues
5. Recommendations for education programs pertinent to Paramedical Technical Employees
6. Regulatory Requirements
7. Quality Improvement Issues
8. Career opportunities for Paramedical Health Employees

B. Committee Membership

This Committee shall consist of the current Bargaining Team for Units 221 and 222 and Management members from the Departments of Mental Health, Health Services, Public Health, and the Sheriff, and the Chief Executive Office (CEO Employee Relations and Compensation).

C. Meetings

The Committee shall meet monthly for the first year and no less than quarterly thereafter. If the meeting must be cancelled or postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed by the parties.

Section 2. Facility Committee

Separate from the Labor Management Committee delineated above, all Departments and Local 721 shall establish a facility –based Labor/Management Committee for this bargaining unit to specifically address problems associated with workload, vacations, scheduling, temporary assignments, and involuntary transfers. The Committee shall meet at least quarterly. Proposed agendas shall be prepared by Local 721 and/or Management that delineate the subjects to be covered. Management and Labor shall meet and mutually agree to the appropriate number of committee members that will comprise this committee.

Section 3. Psychiatric Technicians

Each Psychiatric Technician I, II, and III assigned to a “Department of Mental Health” mobile response team will be issued a pocket sized current DSM edition book for the duration of their assignment. A cellular telephone will be available for each “Department of Mental Health” mobile response team for use on a roll-out.

ARTICLE 58 WEARING OF UNION BUTTONS

Management shall permit employees to wear official Union buttons or pins of a reasonable size consistent with safety and hygiene. Certain work areas may be designated where such buttons or pins may not be worn for reasons of hygiene or safety.

ARTICLE 59 POSTING OF PROMOTIONAL BULLETINS

Management shall post, in a timely manner, in places centrally located and reasonably accessible to employees in this Bargaining Unit, County promotional and career opportunities bulletins on a bulletin board or boards designated expressly for this purpose. An employee desiring to know of current promotional opportunities, job openings or recruitment openings under the County's Civil Service Rules, may call the Los Angeles County Job Hot-Line at 1-800-970-5478 or visit the Los Angeles County Department of Human Resources home page at <http://dhr.mylacounty.info/>. Notice of promotional exams shall be posted for at least 10 days prior to the examinations pursuant to Civil Service Rule 7.03A,

Employees may view vacancy announcements by going to the L.A. County Intranet site at <http://jaintra.co.la.ca.us> and clicking on the Transfer Opportunities link. DHS Management agrees to send a request to the Department of Human Resources asking them to update both the Job Hotline and websites on an ongoing basis.

If a vacancy occurs in any area where bargaining unit employees are working, Management of said area shall advise the employees who work in the area, through use of the communication book or other means, of the pending vacancy in order to give the area employees an opportunity to apply for the item through the usual civil service channels.

ARTICLE 60 TRANSFERS

Section 1. Definitions

1. For the purpose of this Article, “transfer” is a permanent change of work location from one position to another position in the same class. Transfers may be interdepartmental or intradepartmental. Rotations to acquire and/or to maintain cross training skills are not covered by this article.
2. For the purpose of this Article, transfers may be employee initiated or management initiated.
3. For the purpose of this the Article, “seniority” means Continuous County_Service at the time of the transfer. This Article does not supersede Article 40, Stewards, Section 2.
4. This article does not supersede: Article 41. Department of Health Services Restructuring, Section 4. Reassignment/Involuntary Transfer within DHS and DPH.

Section 2. Employee Initiated Transfers

A. Inter-Facility/ Intra-Departmental Transfers

1. An inter-facility/intra-departmental transfer refers to a transfer within a County Department.
2. An employee desiring a transfer desiring a transfer must locate a suitable, available position on this or her own time, and arrange for the organizational

unit to accept him or her as a transfer. The Employee may submit a dated, written (or electronically) request for voluntary transfer within their Department and have their name placed on a list to be kept by the manager of the work location to which the employee is requesting a transfer and may submit a copy to the immediate supervisor. Transfer request are current for twelve (12) months and must be renewed if the desire for the reassignment continues.

3. In the selection process, Management may consider all transfer requests previously received, and/or consider transfer requests on the basis of County seniority. It is understood that pursuant to Civil Service Rule 11, this language does not abrogate Management's right to select from a certification list regardless of any transfer requests submitted. Furthermore, it is understood that the final decision of the selection process of a vacant position will be based upon the needs of the operation and/or based upon skills and competencies.
4. Unless otherwise agreed to by the departments, the effective date of the transfer must be no less than fourteen (14) days and no more than thirty (30) days from the date of the request made by the hiring department.

B. Inter-Departmental Transfers

1. An inter-departmental transfer refers to transfers from one County Department to another County Department (e.g., from DHS to DMH, DHS to Sheriff, DHS to DCFS, etc.).
2. Any employee covered by this bargaining unit who wishes to transfer from one County Department to another may submit a dated, written request for such a transfer to the Management of the facility to which he/she desires transfer and may submit a copy of the written request to immediate supervisor. .Transfer requests are current for twelve months (12) and must be renewed if the desire for the reassignment continues.
3. Unless otherwise agreed to by the departments, the effective date of the transfer must be no less than fourteen (14) days and no more than thirty (30) days from the date of the request made by the hiring department.

C. Transfer Request Process

1. Dated, written (or electronically) requests for transfers will be maintained by the office to which they are sent. Transfer requests are current for twelve (12) months and must be renewed if the desire for the reassignment continues.
2. In the selection process, Management may consider all transfer requests previously received, and/or consider transfer requests on the basis of County

seniority. It is understood that pursuant to Civil Service Rule 11, this language does not abrogate Management's right to select from a certification list regardless of any transfer requests submitted. Furthermore, it understood that the final decision of the selection process of a vacant position will be based upon the needs of the operation and/or based upon skills and competencies.

Section 3. Management Initiated Transfers

- A. In the case of a Management initiated transfer of an employee that is based upon the needs of the service, Management shall give at least ten (10) business days written notice to the affected employee, unless an emergent situation necessitates an immediate transfer. In the case of an emergent situation, the transfer of the employee will continue only for the duration of the emergency.
- B. When the demands of the service require that an employee be transferred, the selection of the employee transferred shall be based upon the needs of the operation, and/or based upon skills and competencies. In the selection process, Management will, in the following order, consider: (1) all transfer requests previously received, (2) request volunteers, (3) consider selection transfers on the basis of inverse County seniority along with geographic preferences. Only after such consideration of numbers 1-3, selection will be made based upon the needs of the service that might mandate a selection outside of numbers 1-3 stated above in this section.

ARTICLE 61 UNIFORMS

When required by laws/regulations, the appropriate protective garments will be furnished and made readily available.

Management shall provide laundry of uniforms in accordance with Los Angeles County Code Section 5.72.100.

ARTICLE 62 HOSPITAL VISITING HOURS

Departments of Health Services and Mental Health will implement models of controlled visitor access at all patient care facilities. Such models shall include restricted visiting hours as deemed appropriate by facility Management. Further Management will, where possible, restrict visitor/patient access to emergency room triage areas through use of various security methods and/or devices.

Where possible, Management will designate separate entrances for employees and secure entrances in a manner that discourages casual use.

ARTICLE 63 AFFIRMATIVE ACTION COMMITTEE

The Department of Health Services agrees that the Personnel Officer, Health Services shall convene a departmental Affirmative Action Committee composed of an equal number of management representatives and employee representatives (selected from various interested employee organizations representing employees in the Department). All recommendations that are mutually agreed to by the management and employee representatives shall be implemented by the Department.

ARTICLE 64 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1 1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

At the discretion of management, an employee may accrue compensatory time off, in lieu of pay, at a rate of one and one half (1 1/2) hours for each hour of overtime to a maximum of 54 hours worked. The employee may request this option when the employee works overtime. Management shall not decide to order or authorize overtime based on the employee's preference of pay or compensatory time off.

On or after October 1, 2000, at the employee's option, Compensatory Time Off (CTO) accrued during the period from October 1, 1993 through and including

June 30, 1914, and remaining on the books may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

Section 2. Exempt Employees

If during the term of this Agreement, any bargaining unit employee is determined to be exempt, as defined by the Fair Labor Standards Act, the parties shall meet and discuss the overtime coverage and the overtime rate to be applied to said employees.

Section 3.

Effective with the implementation of this MOU, with prior approval of management, new accumulated compensatory time off not used during the calendar year in which it is earned may be carried over for up to one year not to exceed 81 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 4.

Management shall assign overtime as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime which this provision; however, Management may consider special skills required to perform particular work.

ARTICLE 65 SPECIAL PAY PRACTICES

Section 1.

The parties agree jointly to recommend to the County's Board of Supervisors for adoption and implementation by amendment to applicable provisions of the Los Angeles County Code, that any employee employed in the Bargaining Unit, who is assigned to a regularly established evening or night shift as defined in Section 6.10.020 of the County Code shall receive a per hour bonus for each hour worked during such shift as indicated below:

During the term of this MOU, evening shift employees shall receive a premium of seventy cents (\$.70) per hour; and night shift employees shall receive a premium of seventy-five cents (\$.75) per hour.

Section 2. Standby Pay

Effective upon approval by the Board of Supervisors, any permanent full-time employee assigned regularly scheduled periods of standby service at off duty time, shall receive a one dollar and fifty cents (\$1.50) per hour bonus not to exceed a maximum of four hundred fifty dollars (\$450.00) per month total, subject to the authorization required by Section 6.10.120 of the County Code.

No additional compensation for standby status shall be made since the employee placed on standby status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Section 3. Call Back

Whenever an employee is unexpectedly ordered by his/her Department Head or designated management representative to return to work following the termination of his/her normal work shift or normal workweek and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with the provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

Section 4.

Supervising Radiology Technologist I (Item 5804) and Supervising Radiology Technologist II (Item 5810) who are certified by the State of California to perform mammograms on a regularly scheduled basis shall receive a fifty dollar (\$50.00) bonus per month for each month such mammography duties are performed. This is a monthly bonus that shall not constitute a base rate.

Section 5. WEEKEND BONUS

Bargaining Unit employees who work on a weekend shall receive an additional bonus of one dollar (\$1.00) for each hour worked on a weekend. For the purpose of paying the weekend bonus, a weekend shall be defined as any hours occurring between the hours of 7:00 p.m. Friday through 7:00 a.m. Monday.

ARTICLE 66 SALARIESSection 1. Recommend Salary Adjustment

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5814	ASST CHIEF RADIOLOGIC TECHNOLOGIST	CURRENT	NM	94D	5399.09	7080.64
		12/13/2013	NM	95A	5506.00	7221.00
		10/01/2014	NM	95J	5615.82	7365.73
		02/01/2015	NM	96F	5727.91	7512.73
5548	CARDIAC ELECTRODIAGNOSTIC SUPVR	CURRENT	NM	75L	3289.09	4302.55
		12/13/2013	NM	76H	3354.27	4388.73
		10/01/2014	NM	77E	3420.09	4476.36
		02/01/2015	NM	78B	3486.64	4565.36
5077	CENTRAL SERVICE SUPERVISOR I	CURRENT	NM	64F	2421.00	3163.64
		12/13/2013	NM	65C	2469.00	3225.82
		10/01/2014	NM	65L	2517.00	3289.09
		02/01/2015	NM	66H	2566.91	3354.27
5078	CENTRAL SERVICE SUPERVISOR II	CURRENT	NM	68F	2695.18	3521.18
		12/13/2013	NM	69C	2748.27	3590.45
		10/01/2014	NM	69L	2801.36	3660.27
		02/01/2015	NM	70H	2857.00	3733.27
4962	CYTOLOGY LABORATORY TECH SUPVR II	CURRENT	NM	95K	5629.55	7383.82
		12/13/2013	NM	96G	5742.09	7531.27
		10/01/2014	NM	97D	5856.64	7681.27
		02/01/2015	NM	98A	5973.00	7834.00
5808	EDUCATION COORD, RADIOLOGIC TECH	CURRENT	NM	91H	5026.55	6592.27
		12/13/2013	NM	92E	5126.91	6723.55
		10/01/2014	NM	93B	5229.00	6857.09
		02/01/2015	NM	93K	5333.00	6993.82
5562	ELECTROENCEPHALOGRAPH TECH SUPVR	CURRENT	NM	80J	3742.45	4904.00
		12/13/2013	NM	81F	3816.36	5001.82
		10/01/2014	NM	82C	3891.09	5101.45
		02/01/2015	NM	82L	3967.45	5203.27

5591 HEAD RESPIRATORY CARE PRACTITIONER	CURRENT	NM	95B	5519.73	7239.09
	12/13/2013	NM	95K	5629.55	7383.82
	10/01/2014	NM	96G	5742.09	7531.27
	02/01/2015	NM	97D	5856.64	7681.27
4983 LABORATORY SUPPORT SUPERVISOR I	CURRENT	NM	68B	2668.64	3486.64
	12/13/2013	NM	68K	2721.73	3555.73
	10/01/2014	NM	69G	2774.82	3625.36
	02/01/2015	NM	70D	2829.00	3696.55
6035 PATIENT TRANSPORTATION SUPVR I	CURRENT	NM	75E	3241.64	4239.82
	12/13/2013	NM	76B	3305.18	4323.82
	10/01/2014	NM	76K	3370.64	4410.36
	02/01/2015	NM	77G	3436.64	4498.55
6036 PATIENT TRANSPORTATION SUPVR II	CURRENT	NM	79E	3607.91	4725.91
	12/13/2013	NM	80B	3678.18	4820.00
	10/01/2014	NM	80K	3751.64	4916.00
	02/01/2015	NM	81G	3825.64	5014.18
4986 PHLEBOTOMY SERVICE SUPERVISOR	CURRENT	NM	71J	2941.00	3844.18
	12/13/2013	NM	72F	2998.82	3919.73
	10/01/2014	NM	73C	3057.91	3996.82
	02/01/2015	NM	73L	3117.55	4076.09
4987 PHLEBOTOMY SERV SUPVR (NON-MEGAFLEX)	CURRENT	NM	71J	2941.00	3844.18
	12/13/2013	NM	72F	2998.82	3919.73
	10/01/2014	NM	73C	3057.91	3996.82
	02/01/2015	NM	73L	3117.55	4076.09
5566 PULMONARY PHYSIOLOGY TECH SUPVR I	CURRENT	NM	85E	4239.82	5560.91
	12/13/2013	NM	86B	4323.82	5671.18
	10/01/2014	NM	86K	4410.36	5784.64
	02/01/2015	NM	87G	4498.55	5900.27
5571 PULMONARY PHYSIOLOGY TECH SUPVR II	CURRENT	NM	89L	4796.27	6290.64
	12/13/2013	NM	90H	4892.00	6416.09
	10/01/2014	NM	91E	4989.45	6543.73
	02/01/2015	NM	92B	5088.73	6673.64
5071 SUPERVISING AMBULANCE DISPATCHER	CURRENT	NM	78J	3547.09	4644.91
	12/13/2013	NM	79F	3616.64	4737.64
	10/01/2014	NM	80C	3687.36	4832.00
	02/01/2015	NM	80L	3760.82	4928.00
5557 SUPVG CARDIOVASCULAR TECHNICIAN	CURRENT	NM	86F	4367.09	5727.91
	12/13/2013	NM	87C	4454.18	5842.09
	10/01/2014	NM	87L	4542.91	5958.45
	02/01/2015	NM	88H	4633.55	6077.36
4747 SUPERVISING DENTAL ASSISTANT	CURRENT	NM	65A	2457.00	3210.00
	12/13/2013	NM	65J	2505.00	3273.27
	10/01/2014	NM	66F	2554.36	3337.91
	02/01/2015	NM	67C	2604.73	3403.55

5784 SUPERVISING MRI TECHNOLOGIST	CURRENT	NM	90D	4844.00	6353.18
	12/13/2013	NM	91A	4940.00	6479.00
	10/01/2014	NM	91J	5038.91	6608.45
	02/01/2015	NM	92F	5139.64	6740.18
5812 SUPVG NUCLEAR MEDICINE TECHNOLOGIST	CURRENT	NM	93H	5307.00	6959.64
	12/13/2013	NM	94E	5412.45	7098.18
	10/01/2014	NM	95B	5519.73	7239.09
	02/01/2015	NM	95K	5629.55	7383.82
5599 SUPERVISING ORTHOPEDIC TECHNICIAN	CURRENT	NM	78B	3486.64	4565.36
	12/13/2013	NM	78K	3555.73	4656.27
	10/01/2014	NM	79G	3625.36	4749.36
	02/01/2015	NM	80D	3696.55	4844.00
5811 SUPVG RADIATION THERAPY TECHNOL	CURRENT	NM	96L	5798.82	7605.45
	12/13/2013	NM	97H	5914.82	7757.64
	10/01/2014	NM	98E	6032.64	7912.18
	02/01/2015	NM	99B	6152.36	8069.09
5804 SUPVG RADIOLOGIC TECHNOLOGIST I	CURRENT	NM	87H	4509.64	5914.82
	12/13/2013	NM	88E	4599.45	6032.64
	10/01/2014	NM	89B	4690.73	6152.36
	02/01/2015	NM	89K	4784.55	6275.27
5810 SUPVG RADIOLOGIC TECHNOLOGIST II	CURRENT	NM	91H	5026.55	6592.27
	12/13/2013	NM	92E	5126.91	6723.55
	10/01/2014	NM	93B	5229.00	6857.09
	02/01/2015	NM	93K	5333.00	6993.82
5577 SUPVG RENAL DIALYSIS EQUIPMENT TECH	CURRENT	NM	77E	3420.09	4476.36
	12/13/2013	NM	78B	3486.64	4565.36
	10/01/2014	NM	78K	3555.73	4656.27
	02/01/2015	NM	79G	3625.36	4749.36
5587 SUPVG RESPIRATORY CARE PRACTITIONER	CURRENT	NM	92B	5088.73	6673.64
	12/13/2013	NM	92K	5190.55	6806.73
	10/01/2014	NM	93G	5294.00	6942.55
	02/01/2015	NM	94D	5399.09	7080.64
4956 TISSUE ANALYSIS TECHNICIAN SUPVR I	CURRENT	NM	83C	3996.82	5242.00
	12/13/2013	NM	83L	4076.09	5346.00
	10/01/2014	NM	84H	4157.27	5452.55
	02/01/2015	NM	85E	4239.82	5560.91
4957 TISSUE ANALYSIS TECHNICIAN SUPVR II	CURRENT	NM	86C	4334.64	5685.36
	12/13/2013	NM	86L	4421.18	5798.82
	10/01/2014	NM	87H	4509.64	5914.82
	02/01/2015	NM	88E	4599.45	6032.64

Section 2.

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 3. Step Advances

- a. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.
 - (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of

this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 4. Bonuses

- A. Effective upon Board adoption, whenever any person employed as a Supervising Radiologic Technologist I or II is assigned by his/her Management to supervise on an on-going basis, Diagnostic Ultrasound Technicians, Management shall authorize a 22 levels monthly bonus for the period so assigned. Under no circumstances shall the out-of-class bonus be paid in addition to the above bonus.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX B

OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. **LIGHTING**

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. **GLARE**

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. **KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS**

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. MAINTENANCE

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX C

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

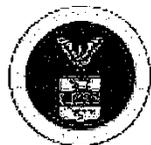
Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

SWHa

U.S. Wage and Hour Division

WHO Publication 1420 Re., ised January 2009

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE A"PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Ste. 100,
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320
Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE B"FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND
PREGNANCY DISABILITY LEAVE

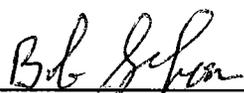
- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number

DFEH-100-21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By 
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE


WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
REGISTERED NURSES
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County")

AND

LOS ANGELES COUNTY EMPLOYEES
ASSOCIATION, SEIU, LOCAL 721, CTW, CLC
(hereinafter referred to as "Union")

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Los Angeles County Employees Association, SEIU, Local 721, was certified on May 17, 1974 by County's Employee Relations Commission (Employee Relations Commission File No. R-37-74) as the majority representative of County Employees in the REGISTERED NURSES Services Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission.

Management hereby recognizes Los Angeles County Employees Association, SEIU, Local 721, as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management agrees that it shall recognize SEIU, Local 721, as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and SEIU, LOCAL 721, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

Section 1. Calendar for Negotiations

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management.

The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the

Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each

party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination
 - Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding on all parties.

Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within

sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination
 - Implementation
 - Term
 - Renegotiation
 - Safety and Health
 - Payroll Deductions and Dues
 - Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1 Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2 Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3 Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4 Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5 Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6 Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7 Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8 Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9 List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10 Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond

the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees

to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3. Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4. Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus.

In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign

employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.

- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDYSection 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations, and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAM

Program Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

- Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

- FLSA Exempt employees must request EVTO in full work day increments.

- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

- EVTO is not available to employees on any other paid or unpaid leave.

- Department Heads may continue to approve other unpaid leave of absences.

- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its

efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC I.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT
COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDS

Section 1.

Management will furnish adequate bulletin board space to SEIU, Local 721 where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTH

Section 1. Parties' Responsibilities

- A. Management and the Union mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973, the Joint Commission and California Code of Regulations, where applicable.
- B. It is the intent of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. The Union shall cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and/or to report any such unsafe and/or unhealthy practices, equipment or conditions to their immediate supervisors.
1. Management will provide personal protective equipment (PPE) appropriate to the unit service or department and consistent with the County's safety standards.
 2. Employees are advised to notify their supervisors of any and all incidents involving injury or illness.

- C. It is Management's intent not to place Registered Nurses in unsafe work situations which may compromise their health/safety or that of their unborn child.

- D. If a hazardous or unsafe condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter to the local facility safety officer or the Department Safety Officer, if there is no local safety officer. The names, locations and phone numbers of the local safety officer and the departmental safety officer shall be posted in each facility adjacent to Cal OSHA notices.

- E. The Safety Officer will respond within five (5) working days. If the employee or his representative is not satisfied with the response of the Safety Officer, the Union may consult with the Risk Management Branch of the CEO or designee. A representative of such branch shall respond to the Department Head and the Union within ten (10) days. If the Union is not satisfied with the response of the Risk Management Branch of the CEO or designee, the issue may be taken within ten (10) days to arbitration as set forth in Article 9, Grievance Procedure. During these ten (10) days, consultation between the Department Head and the Union will take place, as an attempt to remedy the complaint.

- F. In the event an employee is exposed to any infectious/communicable disease or hazardous condition and develops a condition as a direct result of that exposure, the County will be liable under applicable workers' compensation laws.

- G. Employees who have been exposed to a communicable disease will be informed within 5 calendar days once the county receives confirmed notice of the communicable disease. Existing facility/departmental Infection Control policies are to be followed as appropriate.

Section 2. First Aid

The Department Safety Officer or appropriate representative will ensure access to first aid at all work facilities.

Section 3. Committees

- A. Where health/safety committees exist in the Departments of Health Services, Mental Health and the Sheriff's Department, and the concerns of these committees include nursing health and safety matters, there shall be Registered Nurse representation. The Registered Nurses' Committee in each facility/department where health/safety committees exist will select two (2) Registered Nurses to serve on the committee. Registered Nurses who are appointed to health and safety committees will serve during working hours without loss of compensation, and will receive copies of minutes within thirty (30) working days.
- B. The Registered Nurses' Committee may recommend a maximum of two (2) Registered Nurses to serve on the Infection Control Committees where such committees exist in the Departments of Health Services. The Registered Nurses

who are on the Infection Control Committee will serve during working hours without loss of compensation.

- C. Countywide health/safety issues shall be discussed at the Countywide Registered Nurses' Committee (Reference, Article 54).

Section 4. Blood Borne Pathogen Exposure

- A. Employees in this Unit who are at risk of direct exposure to blood or blood contaminated body fluids shall be entitled to receive Hepatitis B vaccine at no cost.

Management shall provide supplies/equipment and periodic education to ensure implementation of universal precautions as recommended by Centers for Disease Control and Prevention (CDC).

- 1. Direct care Registered Nurses will be involved in the facility's product evaluation for the selection of safety equipment.
- B. Management will create at each department or facility policies which delineate reasonable care in the event an employee is exposed to a communicable disease or hazardous substance on the job. Such policies will be consistent with local, State and Federal health and safety regulations and guidelines.

- C. Employees requiring information regarding blood borne pathogen exposure or related issues may reference/contact any of the facility/department resources: infection control policies and procedures, infection control coordinator, employee/occupational health services, Los Angeles County Department of Public Health, and the Center for Disease Control and Prevention at telephone number 1 (888) 232-3228 or website at www.cdc.gov.

Section 5. Visitor Access

- A. Departments of Health Services, Public Health and Mental Health will implement models of controlled visitor access at all patient care facilities. Such models shall include restricted visiting hours as deemed appropriate by facility management. Further, Management will, where possible, restrict visitor/patient access to emergency room triage areas through use of various security methods and/or devices.
- B. Where possible, Management will designate separate entrances for employees and secure entrances in a manner that discourages casual use.
- C. Management shall provide security to all clinics whose hours extend past sunset while employees are on duty.

Section 6. Critical Incident Response

The Registered Nurses' Committee at each facility/department shall assist in the development of crisis intervention and non-violent crisis intervention education programs.

Registered Nurses will have access to crisis intervention through Department of Mental Health (213-738-4431), Employee Assistance Program (213-738-4200) or Employee Support Services (Sheriff Department, 213-738-3500) after experiencing a traumatic event during the course of employment.

Management will allow employees who work in the field to attend management approved personal safety training on County time.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (E-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICESSection 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2 Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDSSection 1. Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by SEIU, Local 721.

All Registered Nurses covered hereunder shall have the right, at the Registered Nurse's option to have the Registered Nurse Steward's guidance at any grievance.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly

the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

Management agrees a Registered Nurse Steward will not be transferred, because of his/her activities as a Registered Nurse Steward.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1 Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals.

Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2 Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3 Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4 Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.
- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.
- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.
- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.
- F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5 Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce

reductions, management shall notify SEIU, Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.

- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.
- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.
- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resources office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.

- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.

- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.

- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County". This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6 Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure

that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 7 Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.
2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).

2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.
4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on

each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8 Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9 Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all

departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10 DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon the request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including but not limited to study guides and practice skills labs;
- Study time and remediation; and
- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations. DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42 DEPARTMENT OF MENTAL HEALTH HEALTH CARE REFORM

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for and responding to changes under healthcare reform and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare reform before implementation.

The committee will have fifteen (15) Local 721 employee representatives.

Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform in DMH' when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization with the goal of achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.
- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform Committee

This article will expire on September 30, 2015, with the exception of the section on work place safety. If the parties have not completed the work of DMH health care reform by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44 WORK SCHEDULESSection 1. Purpose

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Section 2. Work Week

- A. For the purpose of computing overtime, the workweek for employees in this unit is 40 hours of work in a seven consecutive day period as defined by Management.
- B. For the purpose of work schedules, the normal workweek shall be five (5) eight-hour workdays, except as provided in Section 4 C and Section 6 of this Article.

Section 3. Rest Periods

- A.. Each eight-hour shift shall include two 15-minute rest periods, scheduled according to the needs of the unit. This is exclusive of at least a thirty (30) minute lunch period.
- B. For other than eight-hour shifts, an employee is entitled to a 15-minute paid rest period for each four hours of scheduled work time.
 - 1. During rest periods, employees shall be relieved of all duties and may leave their immediate work location after advising the nurse-in-charge where they will be.

Section.4. Work Shifts

- A. Employees shall be scheduled to work on regular work shifts having regular starting and quitting times.
- B. Except for emergencies (see Section 7) employees' work schedules shall not be changed without written notice, including the reason, to the employee at least ten (10) working days or fourteen (14) calendar days prior to the date the change is to be effective.
1. Making changes on the schedule alone does not constitute notification to the employee.
 2. If it is necessary to change an employee's regular assigned shift to another shift, Management shall first seek volunteers. If there are more volunteers than available shift changes, the selection from the list of volunteers will be made based upon time in grade (i.e., classification) seniority. If there are no volunteers, the change shall be made by inverse time in grade seniority by unit, by shift. In the event of a tie, county seniority or inverse seniority shall prevail. For the Sheriff's Department, current practice shall be controlling.

- C. Upon mutual agreement between Management and the Registered Nurse(s) covered by this Memorandum of Understanding who are assigned to detention facilities within Juvenile Court Health Services, Registered Nurses shall be allowed to waive their right to a 30-minute meal break and aggregate the two (2) break periods of fifteen (15) minutes each.
- D. Management and the Union agree that if there is a change in the hours or days of operation for any facility which will affect work schedules, Management shall meet and consult with the Union prior to any changes taking place.

Section 5. Posting of Work Schedules

- A. Work schedules shall be posted in an area accessible to all unit, ward or area employees at least fourteen (14) calendar days before each scheduling period.

Section 6. Alternative Work Schedules

- A. Full time permanent Nurses within DHS 24 hour patient care facilities, scheduling units shall have the right to elect to change work schedules. 50% +1 of the RNs in said scheduling unit must show a proof of interest to have a schedule change vote. The scheduling change vote is to be held within one month of a recognized proof of interest petition. Such proof of interest petition shall state what the desired alternative work schedule will be. The desired alternative work schedule must match the operational configuration of the scheduling unit (e.g., 24 hour operations can have two (2) 12 hours shifts, three (3) eight hour shifts, etc.).

Management shall be provided a copy of the proof of interest petition as soon as said petition is completed and a unit vote scheduled.

- B. Upon written confirmation of a vote of 67% (or 2/3) in any General Acute Care Hospital in-patient scheduling unit, Management will change said schedules within 60 business days of such vote. Once a schedule change has been implemented, said schedule must remain in place for at least one (1) year before another scheduling change vote can take place.

Management will make every reasonable effort to accommodate any RN who is unable to change their work schedule as a result of the majority vote.

- C. Some alternative work schedules currently utilized in the County include:
1. Four (4) ten-hour workdays per week
 2. Twelve (12) hour shifts
 3. Eight (8) nine-hour workdays and one (1) eight-hour workday per two-week period allowing an additional day off every other week.
- D. Alternative work schedule patterns to establish/maintain 12-hour shifts without built-in overtime include, but are not limited to the following:
1. Every other week, employee works three (3) twelve (12) hour shifts and one (1) eight (8) hour shift; four (4) hours of the eight (8) hours are applied to

the week just worked and four (4) hours are carried forward to the week when three (3) twelve (12) hours shifts are worked.

2. Two (2) twelve (12) hour shifts and two (2) eight (8) hour shifts per week.
3. In a four (4) week time schedule period, four (4) twelve (12) hours shifts, 48 hours, are worked in one week and three (3) twelve (12) hours shifts, 36 hours, per week are worked in three (3) weeks. In a week when four (4) twelve (12) hour shifts, 48 hours, are worked, twelve (12) hours of overtime shall be accrued. In the weeks when three (3) twelve (12) hour shifts, 36 hours are worked, four (4) hours of the accrued overtime per week shall be used.
4. Each facility/department, in accordance with their respective budgets, may engage the Registered Nurses' Committee in discussion on other alternative work schedule patterns to meet facility specific patient care needs.

E. Consultation

Prior to implementing alternative work schedules, which may include but are not limited to schedules listed in 6D above, Management will notify Local 721.

Management will meet and consult on the implementation of alternative work schedules with Local 721 upon request.

F. 36-hour work week

1. Definition of the 36-hour week (9/10 item)

The 9/10 schedule is defined as a 36-hour work week. Each 36-hour week shall include at least one weekend day, as defined in this MOU under Weekend Differential. For purposes of work schedules, the normal 36-hour work week shall be three 12-hour shifts. Each 12-hour shift shall include, exclusive of at least a 30-minute lunch break, three 15-minute rest periods according to the needs of the unit. For the purpose of computing overtime, the work week for employees on the 9/10 item will be 40 hours of work in a seven consecutive day period as defined by management.

2. Employees eligible for the 9/10 item

RN's working in 24-hour patient care facilities in the Department of Health Services shall be eligible to work a 9/10 item. Management shall determine the number of employees placed on 9/10 schedules in each work unit, except as specified in Section 6.A and 6.B above.

The following classes will be eligible for a 9/10 schedule:

<u>Item Number</u>	<u>Item Title</u>
5133	Registered Nurse I
5134	Registered Nurse II
5135	Registered Nurse III
5170	Graduate Nurse Anesthetist
5332	Interim Permittee, Nursing
5172	Nurse Anesthetist
5359	Nurse Midwife
5121	Nurse Practitioner

3. Special Pay

Employees on the 9/10 item shall be eligible for Call Back, Evening and Night Shift Differential, and Weekend Differential as negotiated for this Bargaining Unit. Employees on the 9/10 item shall be eligible for Out of Class and Additional Responsibilities bonus as negotiated for this Bargaining Unit.

Employees on the 9/10 item who meet the criteria for the Emergency Room Bonus as defined in the Special Pay Practices Article shall receive \$67.50 per pay period if they are certified as a Mobile Intensive Care Nurse.

4. Fringe Benefits for Employees on the 9/10 item

Employees on the 9/10 item shall be included as Eligible Employees pursuant to Section 5.37.020 of the County Code. Employees on the 9/10 item shall receive the County contribution toward Options as negotiated in the 721 Fringe Benefit Agreement. They shall not be eligible for additional Health Benefits for part-time employees, as defined in Chapter 5.36 of the County Code.

5. Other benefits

Employees on the 9/10 item shall be eligible for the following additional benefits:

Retirement - Employees on the 9/10 item shall receive 9/10 of the amount the County pays to the Retirement Fund for permanent, full-time employees in the same classification. The employee shall pay the employee contribution rate as negotiated in the 721 Fringe Benefit Agreement.

Deferred Compensation – Employees on the 9/10 item shall be eligible for the Deferred Compensation plans as defined in Sections 5.24 and 5.25 of the County Code.

Injury Leave – Employees on the 9/10 item injured on the job shall be eligible for leave pursuant to Section 6.20.070 of the County Code.

Bilingual Pay – Employees on the 9/10 item who meet the conditions enumerated in Section 6.10.140 of the County Code shall receive \$90 per month (\$45 per pay period).

Sick Leave – Employees on the 9/10 item shall earn and accrue sick leave as negotiated in the 721 Fringe Benefit Agreement. Employees on the 9/10 item may use up to 36 working hours of accrued full-pay sick leave in any one calendar year for personal reasons pursuant to County Code Section 6.20.030 A(2).

Vacation – Employees on the 9/10 item shall earn and accrue vacation as negotiated in the 721 Fringe Benefit Agreement.

Bereavement Leave – Employees on the 9/10 item shall receive 24 hours of Bereavement Leave as defined in the 721 Fringe Benefit Agreement. If an employee is required to travel a minimum of 500 miles one way, he/she shall be eligible for a total of 40 hours.

Holidays – Employees on the 9/10 item shall receive eight hours of holiday time for each holiday as negotiated in the 721 Fringe Benefit Agreement.

Civil Service Exams – Employees on the 9/10 item shall be eligible for leave for Civil Service Examinations as provided under Section 6.20.030 (B) of the County Code.

Military Leave – Employees on the 9/10 item shall be eligible for Military Leave as provided under Section 6.20.080 (C) of the County Code.

Jury Duty – Employees on the 9/10 item shall be eligible for leave for Jury Duty as provided under Section 6.20.080 (D) of the County Code.

Restoration of salary – Employees on the 9/10 item shall be eligible for restoration of salary as provided under Section 6.20.100 of the County Code.

Employees on the 9/10 item shall not be entitled to any other compensation (salary, bonus, or benefits) except that provided in this article.

Section 7. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies.

Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

Section 8. Work in Excess of Regularly Scheduled Hours

The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same workweek. Management will make reasonable efforts to accommodate an employee's choice of an equivalent number of hours to be taken off in the same workweek.

Section 9.

Every attempt will be made, depending on the needs of the unit or service, to maintain employees covered by the Fair Labor Standards Act on work schedules that do not mandate payment of overtime.

Any existing practices, understanding or agreements by the parties regarding such schedules, are terminated upon implementation of this contract.

Section 10.

Upon management approval, Instructors in the College of Nursing, Education and Consulting Services and/or other county in-service programs shall be allowed to telecommute in order to meet the needs of the service. The Los Angeles County Telecommuting Policies shall be the standard telecommuting guidelines used.

ARTICLE 45 WEEKENDS OFF

Section 1. Definition

- A. For purposes of this article a weekend is defined as two consecutive weekend days starting at 7:00 pm Friday and ending at 7:30 am Monday. RNs who work the night shift may choose Friday and Saturday, or Saturday and Sunday as their weekend days.

- B. Management shall make every reasonable effort to schedule every other weekend off for employees.

- C. Employees shall not be required to make up time for use of any negotiated benefit.

Section 2.

Registered Nurses may waive the above provision regarding every other weekend off. Such waiver must be in writing. (Refer to Article 44 Work Schedules)

Section 3

Registered Nurses, excluding Relief Nurses, who work on a weekend shall receive a weekend differential for each weekend hour worked. (Refer to Special Pay Practices, Article 57).

ARTICLE 46 VACATIONSSection 1. Vacation Time

When authorized by the Department Head vacation time may be deferred for more than one year provided, however, an employee's maximum current and deferred vacation accrual shall not exceed 40 days at any time.

Section 2. Vacation Request

- A. Each Registered Nurse shall submit a vacation request by the designated time limit established in each facility, service or work unit. A Registered Nurse's seniority, for purposes of vacation scheduling, shall be maintained if the designated time limit is met.

- B. For yearly vacation scheduling as mentioned in Section 2.A above, Management will respond in writing to such vacation requests in a timely manner, but in no case later than December 15th for vacations requested for the following year on a yearly January 1st thru December 31st vacation cycle.

At facilities that are on cycles for vacations other than January 1st thru December 31st, Management will respond to yearly vacation scheduling requests within twenty days of the cutoff date for such vacation requests.

At least annually, Management shall prepare and post an approved, filled-in vacation schedule for all employees in each work facility as stated above in this section.

- C. Management will consider addition of negotiated benefits to an original vacation request. The final decision shall be at the discretion of management.

Section 3. Scheduling and Vacation Requests Outside of the Yearly Vacation Request Period

- A. Vacation periods shall be scheduled by Management to provide adequate staffing. Such schedules shall be subject to the needs of County service.
- B. Management shall respond in writing to all subsequent vacation requests, notifying the Registered Nurse of vacation approval or denial in writing within seven (7) business days of the date from which such request was made by the Registered Nurse requesting vacation outside of the yearly vacation scheduling period.
- C. When Management initiates a change of assignment after the annual vacation schedule has been prepared and posted, management shall make every reasonable effort to grant the employee's previously scheduled vacation.

Section 4. Vacation Scheduling Unit

A vacation scheduling unit is defined as:

- (A) A unit with a sufficient number of Registered Nurses with interchangeable skills to provide services to patients, and to insure that Registered Nurses will not have to

compete with non-Registered Nurses for vacation schedules, and a unit where vacations are required to be scheduled throughout the year.

- (B) Where the vacation scheduling unit is not a hospital unit (such as, but not limited to, the Sheriff's Department and Juvenile Court Health Services) or is a small unit within a hospital where Registered Nurses with the necessary skills cannot be floated into the unit, prior practices in vacation scheduling shall be controlling.

Section 5. Procedures

Registered Nurses shall be entitled to take authorized vacations in accordance with the following procedures:

- A. For each vacation scheduling unit, Management shall decide the number of employees who may be on vacation at any given time. No request for vacation shall be denied because of the season of the year, including holiday periods and educational semesters.
- B. The Registered Nurse with the greatest seniority based on continuous service date will be given the opportunity to have one first available choice of vacation schedule, with the other Registered Nurses being given their choice of available vacation schedules in descending order of seniority.

- C. Having once made such a choice, no Registered Nurse may change his/her vacation schedule if such change will conflict with the choice of any other Registered Nurses in the vacation scheduling unit or unless the affected Registered Nurse and Management agree to such a change.
- D. For the purpose of this Article, Registered Nurses assigned to a vacation scheduling unit after the annual vacation schedule has been prepared waive any seniority rights they have until the next annual vacation schedule is prepared.
- E. In the case of a tie involving two or more Registered Nurses, the opportunity to choose a vacation schedule will be given to the Registered Nurse in the descending order of (1) their continuous service date, (2) seniority in the work facility or (3) seniority in the vacation scheduling unit.

Section 6. Established Employee Benefits

Subject to the Provisions of Law Article, the following is a general summary of the vacation pay advance provision as agreed to in negotiations:

- (a) Subject to special conditions and advance arrangements, employees are eligible to receive a pay advance for scheduled paid vacation on the last regular payday prior to taking the time off.

- (b) The request must be made in accordance with departmental procedures at least two weeks and not more than four weeks in advance of the vacation.

- (c) An employee can receive no more than two such advances in the same calendar year.

ARTICLE 47 HOLIDAYSSection 1.

Whenever a holiday (as defined in the County Code as heretofore applied) occurs on an employee's regularly scheduled day off, the employee is entitled to an additional day off with pay.

Section 2.

Whenever an employee works on an overtime basis on a day which is both a holiday and a regularly scheduled day off, the employee is entitled to an additional day off and compensation at time-and-one-half providing he/she otherwise qualifies for such payment.

For example, an employee

1. Whose regular workweek is Wednesday through Sunday, and
2. Who works on Monday which is a holiday, and
3. Who is out on deferred holiday or compensatory time from Wednesday through Sunday shall receive an additional day off at a later date and compensation at premium overtime rates for the holiday shift worked on Monday.

Section 3.

Each permanent, full-time employee is guaranteed at least one of the following days off:

Thanksgiving Day, or Christmas Day, or New Year's Day. In lieu of this, an employee working evening or night shift may elect Thanksgiving Eve, Christmas Eve, or New Year's Eve as his or her guaranteed holiday off.

ARTICLE 48 WORKLOADSection 1.

Management and the Departments of Health Services including Ambulatory Care, Juvenile Court Health Services and Managed Care, Public Health, Mental Health, Children and Family Services and the Sheriff's Department agree that there should be adequate staff to provide patient care that is safe and competent. Management further agrees that Registered Nurses are able to perform more effectively with support of ancillary staff.

Section 2.

The Los Angeles County Board of Supervisors, the Department of Health Services and all other departments where Registered Nurses work, and SEIU, Local 721 recognize that the State of California Nursing Practice Act and the California Code of Regulations apply in all settings where Registered Nurses practice.

Section 3.

Staffing shall be maintained in accordance with the State Department of Public Health Services licensing and regulatory requirements (see Appendix IV).

Section 4.

Department of Health Services', Ambulatory Care, and the Departments of Public Health, Mental Health, DCFS and Sheriff workloads shall provide care that is safe and competent. Issues regarding workloads and assignments shall be discussed in accordance to the provisions outlined in Article 53, Registered Nurses Committee.

Section 5.

Facilities covered by Title 22 shall maintain a patient classification system as established in accordance with Section 70053.2 Patient Classification System and Section 70217 Nursing Service Staff and other applicable regulatory requirements. Registered Nurses who provide direct care are responsible for the assessment and classification of patients.

Registered Nurses who provide direct patient care shall participate in the annual review of the patient classification system including the reliability of the patient classification systems, the system's required revisions, and the overall staffing plan. At least half of the members of the review committee shall be Registered Nurses who provide direct patient care, per Title 22, Section 70217, subsection 14(2)(e) and (f). In addition to those direct care nurses appointed by Nursing Administration, the labor members of each facility's Registered Nurse Committee shall appoint 2 members to participate on this committee.

Participation in the review shall be on County time.

Section 6.

Within all departments, information and/or discussions regarding staffing and workload shall be made available to the facility Registered Nurse Committee and/or the County-Wide Registered Nurse Committee upon request..

Section 7.

Within any department within the County of Los Angeles where RNs work, alternative scheduling practices, e.g., self-scheduling, using established standards, may be considered for use when requested or deemed appropriate.

Section 8.

Within the Department of Health Services, the "Dispute Resolution Process" will be followed (See Appendix I) If it becomes necessary to use an alternative arbitrator other than the arbitrator provided in the Dispute Resolution Process, the established process as outlined in Article 14, Expedited Arbitration Sections 5 and 5.A will be utilized.

Section 9

Within Departments of Health Services, Public Health, Mental Health, DCFS, DPSS, Fire and Sheriff's, a complaint over excessive workload by either the employee or the Union shall be investigated immediately by Management. A good faith effort shall be made to comply with the work assignment. If the complaint is found to be valid, Management shall take steps to correct. If the complaint over excessive workload is substantiated and not corrected, a grievance may be initiated by the employee or the Union by filing at the second step of the grievance procedure.

Section 10.

Each Department shall have a mechanism to supplement County Registered Nurse staff which may include but not limited to voluntary overtime, relief staff, local registry.

Section 11.

Each Department shall have written policies and procedures which establish mechanisms for rapid deployment of personnel when any labor intensive event occurs which prevents nursing staff from providing attention to all assigned patients, such as multiple admissions, transports or discharges, or an emergency health crisis. If applicable, said plan shall be in accordance to Title 22 provisions. A facility's Rapid Deployment Plan will be made available to any RN Committee upon request.

- A. The direct care Registered Nurse, as a professional and knowledgeable patient care advocate, is responsible to identify when a patient assignment is or has become unsafe, for example, a change in patient acuity.
- B. Once the RN has identified that his or her patient assignment is or has become unsafe, that direct care Registered Nurse shall notify the RN in charge who shall take appropriate action.

Section 12.

- A. DHS Management agrees to seek Board of Supervisors' approval for complete delegated hiring authority within applicable civil service rules including the elimination of hiring restrictions. DHS will make every effort to fill all allocated and budgeted items of Registered Nurses within CEO guidelines.

- B. This article is intended to provide a general structure and process within which the Union and DHS Management can jointly develop creative solutions to the challenge of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude management's right to exercise control and discretion over its organization and operations during the term of this agreement.

- C. DHS agrees to meet with the existing Local SEIU 721/DHS RN Task Force to discuss the DHS recommendations for staffing standardization which shall include assignment responsibilities.

ARTICLE 49 FLOATING

Section 1. Floating of Registered Nurses

- A. Floating of Registered Nurses is a method used to meet/augment staffing required to meet patient care needs.
- B. Registered Nurses are responsible for providing safe competent nursing care. This includes having the necessary knowledge, judgment, skills, and ability to provide the required care.
1. The duties and responsibilities of Registered Nurses who may be (temporarily) floated from their assigned units shall include those duties and responsibilities for which competencies have been validated.
 2. The Registered Nurse who has demonstrated competency shall be responsible for nursing care as described in Subsections 70215(A) and 70217(H)(3) of Title 22 and shall be assigned as a resource nurse for Registered Nurses who have not completed competency validation for that unit.
- C. It is Management's intent to limit floating outside of a Registered Nurse's own clinical service, module and/or unit.

- D. When it is necessary to float a Registered Nurse from his/her regularly assigned unit/service/area, the nurse who has been floated may only perform within his/her scope of practice, and his/her assignment shall reflect this.
- E. Resource nurses shall be designated on units/services to orient float or temporary personnel. Any Registered Nurse acting in the capacity of a resource nurse shall be expected to assume an assignment which accommodates her accepted/assigned role.

Section 2. Competency

Management and the Union agree that it is in the interest of patient care that all staff floated to a nursing area are properly trained, oriented and familiar with the policies and procedures in that area.

- A. Orientation and competency validation shall be documented in the employee's file and shall be retained for the duration of the individual's employment.
- B. Registered Nurse competencies shall be available to facilitate making floating assignments.
- C. Each area shall have a written unit/service specific orientation plan available as a reference for staff who have been floated.

- D. Facilities which use temporary, registry or traveling nursing personnel shall have and adhere to a written procedure to orient and evaluate such personnel. Traveling nurses shall not be exempt from floating.

Section 3. Floating Procedure

A. Various Factors and Limitations

1. Management shall maintain a record of all incidents of floating. The record shall be made available to the Registered Nurses' Committee upon request.

2. Registered Nurses floating into any specialty area shall possess the required competency, skills and knowledge to perform their assigned duties.

3. Newly hired Registered Nurses, during the initial orientation period, shall not be floated to other units/areas that are not relevant to their orientation plan.

4. Charge Nurse duties will be assigned to a Registered Nurse who floats to another unit/area only after he/she has been appropriately oriented, and has demonstrated an acceptable level of competency.

5. Management will make every reasonable effort to limit floating to only one time per shift, including twelve (12) hour shifts.
6. Management will make every reasonable effort to minimize the incidents of floating more than 30 minutes after the start of the shift.

B. Order of Floating

This section is subject to Section 3.A above

Registered Nurses will be floated in the following order:

1. Volunteers
2. Registry or per diems
3. Travelers
4. Relief Nurses
5. Permanent Nurses working overtime
6. Permanent Nurses by Rotation (log)

Section 4. Ambulatory Care

Registered Nurses, including Advanced Practice Nurses, floating to/from in-patient or ambulatory care areas shall be required to meet the competency standards applicable under governing regulatory and accrediting standards (Joint Commission, State DHS and other licensing agencies).

Section 5. Sheriff's Department

Sheriff's Department Management agrees to meet and consult with the Registered Nurses' Committee on issues related to the development of floating policies appropriate to the respective area(s).

ARTICLE 50 PERSONNEL POLICIES AND PRACTICES

Section 1. Registered Nurse Scope of Practice

- A. It is the intent of Management to utilize the professional skills and knowledge of Registered Nurses in a manner that maximizes the use of their scope of practice, professional skills and knowledge.
- B. Management shall make every effort to provide appropriate support services to meet patient care needs, including but not limited to clerks, nursing attendants and internal transport services (e.g., patients, specimens, equipment, supplies, etc.).
- C. Management shall make every effort to provide an adequate number of computers in each work location.

Section 2. Processing of Personnel Requisitions

Within the Department of Health Services, the processing of personnel requisitions for filling of Registered Nurse positions will be done expeditiously, with a goal of three weeks from the time the requisition is submitted to the time the position is available for hire.

Section 3. Payroll Issues

- A. On a monthly basis, each employee's pay warrant shall reflect information regarding the status of benefit and accrued hour balances.

- B. A Registered Nurse may request from the facility/departmental payroll/personnel section information related to his/her Continuous Service Date (CSD) (i.e., county seniority), classification anniversary date, salary range level and/or current salary step.
- C. Management shall arrange to have at least one hour overlap for the convenience of the night shift employees in departmental payroll offices on paydays to expedite the resolution of problems with employees' paychecks. (Reference Employee Paycheck Errors Article 31).

Section 4. Personal Leave.

In addition to other authorized uses, with the prior approval of the Department Head, an employee may use accrued sick leave at full pay for: Effective January 1, 2007, any personal reason that does not interfere with the public-service mission of the department or the County to a maximum of 96 working hours in any one calendar year, or in the case of employees employed on a 56-hour workweek, to a maximum of 144 working hours in any one calendar year. (Reference County Code Section 6.20.030)

Section 5. Break and Storage Areas

Management shall make every effort to provide adequate rest/break areas and adequate furniture and storage space for Registered Nurses when it is possible to do so without interfering with patient care. Management shall include, in plans for future building,

adequate break areas and storage space for Registered Nurses. Plans shall be presented to the local Registered Nurses' Committee.

Section 6. Advanced Practice Nurses

County to provide for Nurse Practitioners, Nurse-Midwives, Clinical Nurse Specialists and Nurse Anesthetists sufficient time per workweek for educational purposes and sufficient time per week for purposes of performing non-clinical duties, including but not limited to review of patient laboratory values and medical literature, professional lectures, and grand rounds. Matters concerning administration of this provision will be discussed at the RN Task Force within 60 days of contract ratification. Additionally, the task force will discuss manpower shortage options.

Section 7. Physical Examinations

Management shall arrange for employees in this Unit assigned to the night and evening shifts to take required physical examinations via Occupational Health Services during their normal working hours. Employees who prefer to have their required annual physical examination performed by their private physician shall do so on their own time.

Section 8. Negotiations

- A. The parties mutually agree that during negotiations any designated employee representative who works the evening or night shift may be released from work to attend negotiations. The parties further agree that off-shift bargaining team members will be released on the day of negotiations, and that there will be no shift

changes for attendance at bargaining sessions with the understanding that the occasional change of work hours that negotiations necessitates does not constitute a shift or schedule change.

- B. A full day of bargaining is one in which the parties bargain or conduct a mutually agreed caucus for more than four (4) hours.
- C. The Union shall be responsible to develop a labor committee, with membership not to exceed twenty-four (24) employee delegates, exclusive of the labor committee's spokesperson and chairperson. The employee delegates shall represent a cross-section of various specialties and facilities.
- D. During the most intense period of Labor-Management negotiations, Management will, with sufficient prior notice, make every reasonable effort to schedule off bargaining representatives; however, the Chief Executive Office Employee Relations representative reserves the right to determine when the needs of the service supersedes schedule change for bargaining purposes.
- E. It is the intent of this section to facilitate the expedient initiation of contract renegotiation. However, nothing in this Section shall preclude focused discussion on relevant issues that may exist at that time.

Section 9. License Renewal

- A. Management will ensure that all Registered Nurses who are working have a current

and active State of California license to practice as a Registered Nurse. It is the responsibility of the Registered Nurse to renew his/her license in accordance with the State of California, Department of Consumer Affairs, Nursing Practice Act.

B. The procedure for verification of license renewal shall be as follows:

1. The employee shall present to Management a renewed license prior to the expiration date.

2. If the employee has not received a renewed license prior to the expiration date, the employee must provide proof of the renewal from the California Board of Registered Nursing (BRN).

The BRN website, www.rn.ca.gov – On-Line

Primary License Verification or an on-line renewal receipt may serve as proof of renewal.

3. The employee who presents proof of renewal may continue to work with the provision that he/she must present an actual renewed license within 30 days following the license expiration.

4. The employee will not be permitted to work without a current and active California Registered Nurse license.

Section 10. Registered Nurses Assigned to Critical Care Units

A Registered Nurse who holds permanent employment status and has been assigned on a full-time, continuous basis in the provision of direct patient care in an intensive/critical care unit for three (3) years or more, and who has received annual Performance Evaluations with ratings of competent or better during the period of assignment in the intensive/critical care unit, and who has met the Los Angeles County-sponsored critical care program prerequisites, and is not already certified in critical care shall receive the following considerations:

- A. Priority enrollment in the Los Angeles County Critical Care Training Program, to be attended on County time.

- B. Upon enrollment in the Los Angeles County Critical Care Training Program, the employee's work schedule shall be adjusted to accommodate his/her attendance at the program.

- C. Upon successful completion of either the Los Angeles County, or other recognized critical care training program, or achievement of national certification in critical care, the employee shall be eligible to submit his/her application for candidacy for appointment to a higher-level RN position in a critical care area through the established Civil Service procedures.

- D. Upon notice of candidacy for appointment to a higher level registered nurse position in a critical care area, the employee shall be given priority consideration for his/her appointment to vacant positions approved to be filled at his/her home facility, based upon his/her eligibility status as determined by the established Civil Service process.

- E. The Civil Service Rule(s) governing certification and appointment will be adhered to.

Section 11. Military Leave

Any Registered Nurse shall be eligible for military leave as provided under Section 6.20.080.C of the County Code.

Section 12.

A non-county Registered Nurse shall only be utilized as a supervisor or charge nurse in the event that a permanent county employee is not available.

ARTICLE 51 NURSING EDUCATIONSection 1. Purpose

Management recognizes the importance of education and training programs. Such programs provide nurses with the opportunity to increase their knowledge of nursing science and standards and their application to nursing practice. In addition to the maintenance of licensure, education and training serve as recruitment and retention tools. Management will make every effort to standardize the training of RNs countywide.

Section 2. Orientation

- A. There is a plan for orienting newly employed Registered Nurses to the objectives, purposes and structure of the department, the facility, programs, policies and procedures. Each unit, ward, service or specialty shall have an orientation plan.

- B. Preceptors shall be made available to orient new employees.

Section 3. Continuing Education

Management shall allow the full-time permanent Registered Nurse a maximum of 40 hours of County time during the term of this agreement for the purpose of meeting mandatory continuing education and/or certification requirements. All 40 hours may be used by the RN in the contract period at the RN's discretion.

Management shall allow permanent part-time Registered Nurses, who work at least 20 hours per week on a continuing basis, up to a maximum of 20 hours of County time not to exceed 20 hours in two years from the effective date of this agreement for the above-

mentioned purpose. Programs approved by the Board of Registered Nurses (BRN), including home study, for continuing education units towards re-licensure study, for continuing education units towards re-licensure/recertification shall count towards meeting the County obligation of 40 hours (20 hours in the case of permanent part-time employees).

- A. Management shall maintain a BRN provider number for continuing education.
- B. Where the position requires mandated education/certification beyond 40 hours (20 hours in the case of permanent part-time employees), additional mandated education hours shall be granted on County time.
- C. If Management requires a Registered Nurse to take a specific class, including competency skills validation, it shall be taken on County time and, where feasible, on the shift the nurse regularly works. Management shall make appropriate arrangements for patient care while a Registered Nurse is attending class or participating in training.
- D. The Employee shall make a request to attend the continuing education program in writing according to the unit/facility procedure for requesting time off for educational purposes.
- E. 1. Management shall respond to the request in writing within ten (10) working days or fourteen (14) calendar days.

2. If an employee submits a request 45 days in advance of the class, time off will be granted. Due to safety concerns that must prevail in the Sheriff's Department, such time off requests will be granted contingent upon the number of pre-scheduled absences, such as vacations, CEUs, and leaves that have been already granted during a scheduling cycle.

In the event that two or more RNs within the same unit and/or service are requesting the same time off, priority will be given to the first request received. In the event two or more requests are received at the same time, seniority in the grade will be the determining factor. When feasible, Registered Nurses shall be granted their requested time off.

3. Management shall not deny an employee the use of "T" or "CE" time based on the course content if the class is approved by the California BRN.
- F. Use of County-approved continuing education time shall be subject to the Registered Nurse providing acceptable validation, within forty-five (45) days, of completion of the approved continuing education event/home study/program.
- G. During the initial RN probationary period, RNs will be allowed to take only those CEU classes that are relevant to their assigned work area.

Section 4. In-Service Education

Departments shall establish written plans for regular in-service education for Registered Nurses. Plans are designed to prepare Registered Nurses for new assignments, new technology, and changes in programs, policies and procedures. In service educational plans will be provided to the RN Committee upon request.

- A. In-service programs where applicable, shall include but not be limited to, accreditation and licensing requirements, and all other relevant regulations and laws, clinical topics and information systems.

- B. Every reasonable effort will be made to provide in-service education for Registered Nurses on their assigned shifts. In-service education shall be on county time and nurses shall be relieved of direct patient care duties throughout the in-service session. Management shall make appropriate arrangements for patient care while a Registered Nurse is attending class or participating in training.

- C. RN competency will be validated before they are expected to independently perform new skills.

- D. RNs will be allowed reasonable time to read written educational materials and ask questions before signing off on training.

Section 5. Training Programs

- A. Management shall offer specialized training programs for the purpose of providing staff development, promoting retention, and preparing Registered Nurses to meet the evolving needs of the County patients. Every reasonable effort shall be made to release Registered Nurses to attend such classes or programs on County time.

- B. Training programs offered by the facility/service shall be posted.

- C. Applications for programs shall be open to Registered Nurses who have successfully completed an initial probationary period and are rated competent or above on the current performance evaluation.

- D. Priority consideration for acceptance into specialized training programs shall be given to those Registered Nurses currently working in the area of specialty, with secondary consideration given to those applicants who have been accepted for transfer into the area of specialty. In all cases, the Registered Nurse shall work in the area of specialty for a period of at least twenty-four (24) months following the successful completion of the training program.

- E. The Registered Nurses' Committee at each facility/department, in collaboration with their respective in-service/education departments, will develop scope and content of training programs that are relevant to or meet the specific needs of the facility/departments. The criteria for such programs will comply with standards for

education as determined by community standards, governing accrediting and/or regulatory agencies, and organizational policies/procedures.

Section 6. Tuition Reimbursement

- A. Where funding is available, the County shall maintain a tuition reimbursement program for Registered Nurses to advance their education related to effective performance of the work of its departments. (County Ordinance, Title 5, Chapter 5.52).
- B. For Registered Nurses enrolled in educational programs, Management and the employee shall mutually agree to accommodations that meet both the employee's program needs and the needs of the service.

Section 7. Adjustment of Workweek for CE Programs

If the needs of service are not negatively impacted, Management shall make every effort to adjust employee's workweek to include attendance at approved continuing education programs when such training falls on a Saturday and/or Sunday, regular day off or at a time that is outside of regular work hours. Such change shall not constitute an incurrence of overtime, night/evening differential, nor meet the definition of a weekend differential.

Section 8. Training Programs for RNs Assigned to an Emergency Room, Operating Room or Critical Care Unit

For a permanent Registered Nurse who has passed his/her initial probationary period and is assigned on a full-time basis to an ER, or Critical Care Unit, Management shall make every effort to:

- A. Enroll the RN into the applicable Los Angeles Training Program or an equivalent program which will be attended on county time contingent upon the RN's successful completion of established prerequisites and available training slots.

- B. Adjust the RN's work schedule to accommodate his/her participation in the applicable Los Angeles County Training Program, or equivalent program.

Section 9. Training of Registered Nurse Preceptors

Management will make every effort to provide a RN preceptor training program.

Preceptors shall conduct weekly meetings with the preceptee to review his/her progress.

A non-county Registered Nurse shall only be utilized as a preceptor in the event that a permanent county employee is not available.

Section 10.

DHS Registered Nurses shall be provided with an appropriate amount of county time to prepare for competency skills validation testing.

ARTICLE 52 POSTING OF VACANCIES

Section 1.

Management will make every reasonable effort to post vacancies for 14 calendar days before appointing applicants to vacant positions.

Such vacancy notices shall contain the job title/item, shift and unit where the job will be based and any other pertinent information.

Section 2.

Management shall post career opportunities, promotional opportunities and vacancy notices on bulletin boards designated expressly for this purpose in areas easily accessible to Registered Nurses.

Section 3.

Management shall also post current promotional and career opportunities on the following departmental web sites:

Department of Health Services	http://www.ladhs.org/wps
Department of Public Health	http://www.dph.org
Department of Mental Health	http://www.dmh.org
Department of Children and Family Services	http://www.lacdcfs.org
Los Angeles Sheriff's Department	http://www.lasd.org
The Department of Human Resources web site	http://dhr.lacounty.info

Section 4.

If an approved vacancy occurs in any area where Registered Nurses are working, Management of said area shall advise the employees who work in the area, through use of the communication book or other means, of the pending vacancy in order to give the area employees an opportunity to apply for the item through the usual civil service channels.

Section 5.

An employee desiring to know of current promotional opportunities, job openings or recruitment openings under the County Civil Service Rules may call the following telephone numbers:

TELEPHONE NUMBERS FOR INFORMATION ON REGISTERED NURSE VACANCIES

- | | | |
|----|---|----------------|
| 1. | Harbor-UCLA Medical Center - Nurse Recruitment | (310) 222-2512 |
| 2. | High Desert Multi-Ambulatory Care Center-
Nurse Recruitment | (661) 945-8487 |
| 3. | MLK Multi-Ambulatory Care Center –

Nurse Recruitment | (310) 668-3626 |
| 4. | LAC-USC Health Care Network

General Hospital
Psychiatric Services | (323) 409-4664 |
| 5. | Mental Health – Human Resources | (213) 738-4655 |
| 6. | Valley Care Olive View - UCLA Medical Center | (818) 364-3317 |
| 7. | Public Health - Nurse Recruitment | (213) 240-7725 |

- 8. Rancho Los Amigos National Rehabilitation Center
 - Nurse Recruitment (562) 401-7912
- 9. Sheriff's Department - Nurse Recruitment (213) 893-5445
- 10. Department of Children and Family Services (213) 738-3689

Nothing in this Article obligates the County to continue the above mentioned telephone service.

ARTICLE 53 REGISTERED NURSES' COMMITTEESection 1. Definition

County Management supports the establishment of Registered Nurses' Committees in the Departments of Health Services, Public Health, Mental Health, Sheriff, and Children and Family Services.

- A. Registered Nurses' Committees shall meet monthly on a date and at a time agreed to by Management and the Union.

- B. If a meeting must be canceled or postponed by either party, every effort will be made to reschedule the meeting at a date/time mutually agreed by the parties.

- C. Meetings of the Registered Nurses' Committees will be held during working hours without loss of compensation. Every reasonable effort will be made to enable committee members assigned to the evening/night shift(s) to attend committee meetings without loss of compensation.

Section 2. Purpose

The purpose of the Registered Nurses' Committee is to provide a forum for Registered Nurses and Nursing Management to meet, and to exchange information on professional practice. Areas of discussion may include, but not be limited to:

- a. Staffing, floating and workload
- b. Regulatory requirements
- c. Recommendations for educational programs pertinent to the nursing profession.
- d. Standards of professional nursing care practice and conduct
- e. Tuition and training reimbursement
- f. Recruitment and retention
- g. Health and safety
- h. Quality improvement issues
- i. RN scope of practice issues

Section 3. Information

The Registered Nurses' Committees may provide information to, request information from, and/or make recommendations to the Infection Control Committee, or other relevant committees. When procedures are developed or changed by the Infection Control Committee, or other relevant committees, this information will be expeditiously provided to the Registered Nurses' Committees.

Section 4. Committee Membership

The Registered Nurses' Committees structure and membership shall be jointly determined by Management and the Union.

- A. The Union shall designate a minimum of three employee representatives and one union staff representative, and Management shall designate a minimum of three representatives, one of whom shall be a member of the Senior Nursing Management staff.
- B. Additional Union staff representatives and other representatives of Management may attend such meetings as agreed upon by the Union and Management. Each party shall provide advanced notification of the names of the additional representatives attending the meeting.

Section 5. Meetings

- A. Committee members will be given two hours to pre-meet per scheduled meeting during working hours without loss of compensation to prepare agenda items.
- B. Members of the Registered Nurses' Committee and management representatives shall each establish items for a meeting agenda in advance of each scheduled meeting.
- C. The Registered Nurses' Committee shall include members of both bargaining units 311 and 312, except upon the union or management's request to meet separately.
- D. Minutes of each meeting will be taken by a recorder mutually decided upon by management and the union.

1. The minutes from the Registered Nurses' Committee meetings will reflect issues raised and actions proposed or taken on the issues.

2. A representative from management and the union will sign the minutes.
Copies will be provided to each committee member.

ARTICLE 54 COUNTY-WIDE REGISTERED NURSE COMMITTEE

This Article establishes a County-wide committee of Registered Nurses,

- A. The participants shall be representatives from County departments and/or Department of Health Service facilities where Registered Nurses are employed and shall include Senior Management staff, a Union staff person and the Chairs of the Registered Nurses' Committees or their alternates. The Union will select the staff person who will attend said meetings.

The county departments and/or Department of Health Service facilities participating in the County-Wide committee shall include, but not limited to:

1. LAC/USC
2. Harbor UCLA
3. Rancho Los Amigos
4. MLK MACC
5. Olive View
6. Department of Mental Health
7. Department of Public Health
8. Sheriff's Department
9. Department of Children's and Family Services

- B. The Committee may consult on all topics of discussion under Article 53, the Registered Nurses' Committee. In addition, the Committee may consult pursuant to Employee Relations Ordinance Section 5.04.090(A).

- C. The meetings shall be every other month and shall commence within 60 days of the ratification of the contract.

- D. Meetings shall be on County time and Management shall make every reasonable effort to adjust staffing to allow for meeting attendance.

ARTICLE 55 TRANSFERS

Section 1. Definition

For purposes of this article, transfer is defined as a permanent change of assignment. Permanent change of assignment may be the result of employee request, needs of the service, promotions, demotions, and administrative reassignments.

Section 2. Employee Request for Transfer

- A. Management agrees to consider Registered Nurses' requests for transfer at the time vacancies are to be filled. Registered Nurses wishing to transfer will forward to Management a written request indicating their desire for a transfer, the reason for the request, and a resume of their training and experience.

- B. These written requests will be maintained in an active file within the appropriate office to which it was sent for a period not to exceed twelve (12) months. Registered Nurses desiring to keep their individual request active beyond the above time limit must submit a new written request.

- C. Before seeking candidates from promotional lists or new hires Management agrees to give serious consideration to each transfer request for equal level positions to employees who have the requisite skills/competencies. However, this Article in no way is intended to limit Management's authority to make appointments.

Section 3. Interdepartmental Lateral Transfers

- A. An interdepartmental transfer refers to transfer from one County Department to another County Department (e.g., from DHS to DMH, DHS to Sheriff, DHS to DCFS).

- B. An employee who has been offered and accepted a lateral interdepartmental appointment (transfer) onto an authorized item, without any change in their classification title or employment status, shall be released within thirty days from the date of the request unless otherwise agreed to by the Department Heads, as provided by governing Civil Service Rule 15.02 B.

Section 4. Intradepartmental Lateral Transfer

- A. An intradepartmental transfer refers to transfer within a County Department (e.g., from one facility to another facility or from one unit/service to another unit/service).

- B. Management will make every effort to release an employee who has been offered and accepted a lateral inter-facility or intra-facility appointment (transfer) onto an authorized item, without any change in their classification title or employment status, within thirty days from the date of the request unless otherwise agreed to by the respective facility managers.

- C. When, by virtue of hardship, Management is unable to grant a timely release for the lateral transfer of the employee within the same County Department, there shall be

an attempt to negotiate a mutually agreed upon release date by/between the releasing/receiving managers and the affected employee.

- D. Public safety and patient care are priority considerations; therefore, in the event of an officially declared hiring freeze, it is recognized that a hardship condition exists that may inhibit an expedited release. Nothing in this Section will supersede an officially declared hiring freeze.
- E. This Section shall exclude the Sheriff's Department.

Section 5. Intra-facility Reassignment within DHS

- A. Intra-facility reassignment within DHS refers to management initiated change of assignment within a DHS facility to meet the needs of the service.
- B. Management may consider the following when initiating reassignment(s):
- Employee skills and competencies
 - Volunteerism
 - Inverse seniority by classification, by unit, by shift.

ARTICLE 56LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

ARTICLE 57 SPECIAL PAY PRACTICES

The parties agree jointly to recommend to County's Board of Supervisors, for adoption and implementation by amendment to the County Code, that:

Section 1. Call Back

- A. Whenever a Registered Nurse is unexpectedly ordered by his/her Department Head or designated management representative to return to work following the termination of his/her normal work shift and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 58, Overtime.
- B. In accordance with County Code Section 6.10.130 (C), unless specifically authorized by the Board of Supervisors, a Registered Nurse who performs multiple call-backs shall not receive compensation for more than one such call if:
1. The second call-back on any call-back subsequent to the second call-back occurs within four (4) hours of the initial call-back.
 2. The affected employee has actually worked less than total of four (4) hours as a result of such multiple call-backs.

3. In accordance with Section J of the Pay and Benefit Interpretive Manual, payment for call-back may be made when all of the following conditions are met:
 - a. The order to return to work is given to the employee after the end of their work shift and after they have left their work location;
 - b. The employee's return to work is within 24 hours of when the order to return is given;
 - c. The return to work is not less than two hours before the beginning of the employee's next regular shift.

- C. A Registered Nurse who has been called back and has worked at least 4 hours may request a schedule change in order to maintain regular number of work hours.

Section 2. Early Shift Start

If a Registered Nurse's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 3. Evening and Night Shift Differential

Effective December 1, 2004 the parties agree that a \$2.71 per hour bonus shall be paid to any employee in this bargaining unit (excluding Relief Nurse) for each hour the employee works on an established evening shift; and a \$3.62 per hour bonus for each hour worked on an established night shift.

Section 4. Weekend Differential

Registered Nurses, excluding Relief Nurses, who work on a weekend (i.e., 7 p.m. on Friday through 7 a.m. on Monday) shall receive an additional \$2.25 per hour bonus for each hour worked on a weekend. Weekend hours for the purpose of this agreement are not governed by Article 45 of this MOU.

Section 5. Stand-by Pay

A permanent, full-time Registered Nurse assigned regularly scheduled periods of stand-by service at off-duty times pursuant to the County Code, shall receive three dollars and twenty-five cents (\$3.25) per hour bonus, but not to exceed a maximum of \$900 per month total.

This Section will apply to all County departments where Registered Nurses are employed.

Section 6. Probation Camp Bonus

Any person employed on a permanent, full-time position of Registered Nurse I (5133), Registered Nurse II (5134) or Registered Nurse III (5135) who is permanently assigned to a probation camp shall receive in addition to other compensation provided in this Article, \$50.00 per pay period.

Section 7. Compensation for Two Consecutive Shifts

Whenever any person employed as a Registered Nurse is assigned to work two regularly established eight-hour consecutive shifts, the employee shall receive compensation equivalent to sixteen hours of pay at the employee's hourly rate of pay.

Section 8. Emergency Room MICN Bonus

Any person employed on a permanent, full-time basis as Registered Nurse I (5133), Registered Nurse II (5134) or Registered Nurse III (5135), Clinical Instructor (5208), or Nurse Practitioner (5121) who is permanently assigned to work in a recognized Emergency Room shall receive \$75.00 per pay period if said person has been certified as a Mobile Intensive Care Nurse (MICN).

Section 9. Instructors in Emergency Medical Services Division of Department of Health Services or Fire Department Special Operations Bureau

Any person employed in a full-time, permanent position of Nursing Instructor (Item No. 5214) or Senior Nursing Instructor (Item No. 5216) and assigned to the Department of Health Services Emergency Medical Systems Division or the Fire Department Special Operations Bureau shall receive, in addition to other compensation provided in this Article, \$75.00 per pay period if said person is certified as a Mobile Intensive Care Nurse. Compensation pursuant to this section does not constitute a base rate.

This subsection shall be effective April 1, 1999, for persons employed by the Fire Department Special Operations Bureau.

Section 10. Relief Charge Nurse

Any Registered Nurse or Registered Nurse identified as a Team Leader covered by this agreement who is assigned as acting or relief charge nurse in the absence of the supervisory charge nurse in legally mandated charge nurse positions (including emergency room nurses and operating room nurses) shall receive \$2.50 per hour per shift as additional compensation.

Section 11 Advanced Educational Degree Bonus

Persons who are employed in a permanent, full-time position covered by this Memorandum of Understanding and who have a Bachelor's degree in Nursing or a closely related health field will receive a 2% bonus in addition to other compensation provided in this Article. This bonus becomes effective April 1, 2007.

Said bonus will be provided only if the minimum requirements of the employee's classification do not require the degree.

This Section will apply to all County departments where Registered Nurses are employed.

Compensation pursuant to this Section does not constitute a base rate.

Section 12 Sheriff Department Nurses

Any person in this bargaining unit who is employed by the L.A. County Sheriff's Department on a permanent, full-time position or is employed by the Department of

Mental Health and is working within a Sheriff's Custody facility and holds a RN I, Sheriff, RN II, Sheriff, RN III, Sheriff or Supervising Staff Nurse (I or II), Sheriff will be provided a 5.5% bonus.

If the employee leaves the L.A. County Sheriff's Department or the Department of Mental Health, the bonus shall be discontinued effective on the employee's separation date from the department.

ARTICLE 58 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday or use of compensatory time will be counted in calculating hours worked for overtime purposes.
- B. The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
- C. The parties agree that there shall be no mandatory overtime after completion of any scheduled shift for employees covered by this MOU, except in the case of an emergency, health care crisis, a condition of local or widespread public disaster, an unpredictable, unscheduled occurrence that threatens the public safety and that requires the rapid deployment of personnel.

Section 2 Usage of Non-FLSA Compensatory Time

- A. An employee shall not be directed by Management to take CTO without at least ten (10) business days prior notice, nor be denied a timely request to take such time off. Request for time off will be approved based on the need of the service as determined by Management.
- B. CTO not used during the calendar year in which it is earned shall be carried over one (1) additional calendar year during which it must be taken. CTO not used within the above period shall be paid to employee at the straight time rate rather than lost.

Section 3. Accrual and Usage of FLSA Compensatory Time Off (CTO)

- A. At the discretion of Management, an employee may be offered CTO in lieu of pay at a rate of one and one-half (1 ½) hours off for each hour of overtime worked not to exceed 81 hours of overtime accrual on record at any one time.

An employee shall be permitted to use such time off within a reasonable period after making the request, provided such use does not unduly disrupt departmental operations.

At Management's discretion, by mutual agreement between Management and the employee, an employee may be paid for a portion or all of his/her CTO at any time. The employee may opt to take off an equivalent number of hours in the same week

or at some other mutually agreed time; the employee may opt to be paid for overtime or may accumulate compensatory time off at the overtime rate.

Section 4. Special Deferred Compensatory Time Off

On or after October 1, 1995, at the employee's option, Compensatory Time Off (CTO) accrued during the period from October 1, 1993 through and including June 30, 1994, and remaining on the books may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request, and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

Section 5. Savings Clause

If during the term of this agreement the Fair Labor Standards Act is determined not to be applicable to public employees or public agencies through law, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied to employees covered by this agreement and any contrary language shall be deleted subsequent to the effective date of such law, regulation, or court decision.

Section 6. Distribution of Overtime

Management shall assign overtime as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

Section 7 Staffing by Overtime

- A. The parties recognize that it is not in the interest of quality patient care to regularly rely on the use of overtime to staff nursing units.

- B. To the extent that the need for supplemental staffing is required because of pre-planned absences such as scheduled leaves, holidays and vacations, Management shall make every effort to pre-schedule additional staffing resources to appropriately plan for patient care needs.

- C. Overtime logs will be made available to any member of the Registered Nurses Committee on request.

Section 8. Department Head Authority

A Department Head may pay overtime to employees in lieu of compensatory time off when the Department Head* deems it essential to the effective operation of the department and its mission, subject to the approval of the Chief Executive Office.

(*Within Department of Health Services, Department Head is the Director of Health Services -"L" item.)

ARTICLE 59 SALARIESSection 1.

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following general salary movement: two percent (2%) effective 12/13/13, two percent (2%) effective 10/1/14 and two percent (2%) effective 2/1/15 applicable to employees in the Unit effective on the dates indicated.

Additionally, the parties jointly recommend the Board of Supervisors adopt and implement the Registered Nurse salary range described in Appendix II. The salary ranges provided in this article are those established as a result of the redesigned Registered Nurse and Supervisory Registered Nurse salary structure and compensation plan.

Section 2. ADDITIONAL COMPENSATION

In addition to the general salary movement referenced in Section 1 above, the parties jointly agree to recommend to the Board of Supervisors that said Board adopt and implement the additional compensation: 2.75 percent effective July 1, 2007 and 2.75 percent effective July 1, 2008, applicable to the Registered Nurse classifications listed below:

<u>Item Number</u>	<u>Title</u>
5170	Graduate Nurse Anesthetist
5332	Interim Permittee, Nursing
5169	Nurse Anesthetist Trainee (1 st Yr.)
5169	Nurse Anesthetist Trainee (2 nd Yr)
5362	Operating Room Nurse Trainee
5355	Student Nurse Midwife

Section 3. Salary Structure

The County agrees to implement 20 salary ranges with 3% between each range, each with 20 steps for the Registered Nurse classifications covered by this MOU. Said salary schedule shall consist of a 2% increase between each salary step. The County shall implement the 20 step salary schedule for all members of this bargaining unit no later than April 1, 2007.

Pending implementation of the 20 step salary schedule, employees will continue to be compensated in accordance with the County of Los Angeles Salary Schedule included in Section 6.28.050 of the County Code as modified either by (I) the notes immediately following the Tables of Classes of Positions in Section 6.28.050 of the County Code or (II) the notes as defined in the 2003 Memorandum of Understanding for Bargaining Unit 311, Article 57, Salaries and Bargaining Unit 312, Article 57, Salaries, in addition to the general salary movement as specified in Section 1 above.

A. Initial Placement of Registered Nurse Salary Schedule

Registered Nurses will be placed onto the appropriate pay range to a maximum of step 13 which equals to 12 years of Registered Nurse experience. Advancement to step 13 of the salary schedule will use the following criteria:

1. If applicable, the Registered Nurse will be credited with 1 salary step for each year of verified experience gained outside of L.A. County (must be within the United States), and
2. One (1) salary step for each year of Registered Nurse experience gained in Los Angeles County. The last performance evaluation on file must have a rating of 'competent' or higher.
3. If the Registered Nurse's current salary is higher than the newly calculated step placement, the employee's salary will move to the next highest step.

B. Movement on Registered Nurse Salary Schedule for Incumbent Registered Nurses
Movement through the Registered Nurse Salary Range will occur for those who are eligible as follows:

The following step credits and general movements will be given to only those who are eligible:		
	Effective Date	To step: (max for year)
	10/1/06	4% general movement
Plan Implemented – Placement up to step 13 for uncredited previous experience from outside or inside LA County	4/1/07	13
1 step credit for previous uncredited RN experience from outside or inside LA County	7/1/07	14
	1/1/08	3% general movement
1 step credit for previous uncredited RN experience from outside or inside LA County	1/1/08	15
1 step credit on anniversary for step increase	1/1/08	16
1 step credit for previous uncredited RN experience from outside or inside LA County	7/1/08	17
	1/1/09	3% general movement
1 step credit for previous uncredited RN experience from outside or inside LA County	1/1/09	18
1 step credit on anniversary for step increase	1/1/09	19
1 step credit for previous uncredited RN experience from outside or inside LA County	7/1/09	20

C. New Hires

Placement of a newly hired Registered Nurse onto the salary schedule will be determined by the number of years of verified Registered Nurse experience within the United States. Each year of experience will equate to a step credit. When hired initially, the maximum step placement will be step 13 for 12 years of Registered Nurse experience, with the following exception: Newly hired Registered Nurses, with ten (10) years or more of experience, will be placed one step lower than an incumbent with the same amount of Registered Nurse experience.

Subsequent movement through the salary range will be the same as for all other nurses.

D. Anniversary Date

The anniversary date for salary step increases will initially change to January 1, 2007 for incumbent Registered Nurses.

The anniversary date for salary step increases for Registered Nurses hired and/or promoted after January 1, 2007, will be determined by existing Civil Service Rules.

E. Promotional Process after Salary Schedule Implementation

Future promotions within the Registered Nurse classifications will be processed in accordance to existing Civil Service Rules, with the following exceptions:

1. If the promotion is to a class that is within one salary range of the Registered Nurse's current salary the salary increase will be 3%, up to the maximum of the salary range.
2. The salary of a Registered Nurse being promoted more than one salary range will increase by 6% or to the first step of the new salary range, whichever is greater.

The parties, having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age, or national origin.

Section 4. Step Advances

- a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- b. An employee shall not receive an annual step advance unless he has received a "competent" or better performance evaluation within the immediately preceding year, or has, as the resolution of a grievance, and for purposes of salary-step advancement only received an overall rating of "competent".

Where no performance evaluation is issued in accordance with Paragraph A. above, the employee may request his department in writing to issue a performance evaluation. The Department Head shall issue a performance evaluation within

five (5) working days of the employee's request. If said evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- c. An employee who has received an "Unsatisfactory" or "Improvement Needed" performance evaluation shall not be granted a step advancement in the position held when such rating was given until a "competent" or better rating is filed.

An employee who has been rated as "Improvement Needed" or "Unsatisfactory" and denied the scheduled step advance who successfully grieves the rating and is subsequently rated overall as "competent" shall be granted a step advance effective to his step advance anniversary date.

- d. Grievances arising out of this section shall be processed as follows:
 - (1) Where no Performance Evaluation is issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resource's Office. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources Office the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon the request of the Department of Human Resources Office, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- e. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impact the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluation.

Section 5

It is agreed that a Department Head (e.g., Health Services, Mental Health, or Sheriff) in the exercise of his/her discretion, may elect to implement or discontinue an internal registry. Management, however, agrees to meet and consult with the Union if an internal registry is discontinued. Further, it is understood that a registered nurse may work an internal registry in accordance with the needs of the service.

Paycheck errors will be resolved in accordance with Article 31, Employee Paycheck Errors of the current MOU.

Section 6 Registered Nurse Classification and Compensation System

The County and the Union agree to meet and confer regarding issues related to salary grid placement determinations for RN classifications and any other issues mutually agreed upon. Said reopener shall commence 12 months from the date of Board of Supervisor approval of the MOU.

ARTICLE 60 RELIEF NURSESSection 1.

Registered Nurses employed within the Relief Nurse classification have hourly, as needed status with Los Angeles County and are assigned to perform a wide spectrum of professional nursing duties, which may include, but not be limited to, supervision of ancillary personnel in the care of patients, in a variety of settings. The Relief Nurse augments staffing needs caused by, but not limited to, increased census and acuity, vacations and other leaves, unscheduled absences, weekends, backfill for absences related to training and rapid deployment in labor intensive events. The County and Union mutually agree that the Relief Nurse item is not intended for use as a replacement for full-time permanent Registered Nurses. However, a sufficient pool of Relief Nurses shall be maintained by Management in order to ensure safety, quality and continuity of patient care.

Section 2.

Relief Nurses may utilize the grievance procedure.

Section 3.

At a minimum, Relief Nurses shall work every other weekend and two of the major holidays, as determined by the needs of the service.

Section 4

A Relief Nurse who, over a six-month period commencing September 1, 1985, or upon appointment after that date, works 626 hours with 112 of those hours worked on the

weekend, will receive a lump sum of \$450.00 and 8 hours of County time, paid at the day shift rate for the purpose of meeting mandatory continuing education requirements.

Section 5.

Persons employed as a Relief Nurse, interested in permanent employment as a Registered Nurse, shall participate in an open competitive civil service examination process for the classified position of their interest, pursuant to governing Civil Service Rules. Upon implementation of new Part Time and/or Float Pool positions, Relief Nurses shall be given priority consideration for hiring.

Section 6

The competency of a Relief Nurse to work in specific patient care units or services shall be determined prior to their assignment in the area(s). Validation of competency shall be documented and retained by Nursing Services, pursuant to governing regulatory and accrediting standards, and forwarded to the official personnel file with an annual assessment of the Relief Nurse's overall competency. County Management will make every effort to hire Relief Nurses with at least one year of experience as a Registered Nurse.

Section 7.

In the event of layoffs, Relief Nurses shall be affected based upon their employment status, as provided by governing Civil Service Rules.

Section 8. Relief Nurses

Subject to the Board of Supervisors' declaration of a financial emergency as outlined in Section 1(A) of the salary article, the parties agree that persons employed as Relief Nurse shall be compensated for each hour worked on the indicated work shift at the following rates:

Work Shift	Current	12/13/2013	10/1/2014	2/1/2015
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Weekday - Day	\$43.34	\$44.21	\$45.09	\$45.99
Weekday - Eve	\$44.56	\$45.45	\$46.36	\$47.29
Weekday - Ngt	\$45.76	\$46.68	\$47.61	\$48.56

Weekend - Day	\$44.56	\$45.45	\$46.36	\$47.29
Weekend - Eve	\$45.76	\$46.68	\$47.61	\$48.56
Weekend - Ngt	\$46.97	\$47.91	\$48.87	\$49.84

Holiday - Day	\$45.76	\$46.68	\$47.61	\$48.56
Holiday - Eve	\$46.97	\$47.91	\$48.87	\$49.84
Holiday - Ngt	\$48.18	\$49.14	\$50.13	\$51.13

Evenings, nights, and holidays are as defined in the County Code.

The parties further agree that the rates recommended in this paragraph are in lieu of any other wages, bonuses or benefits provided by Memorandum of Understanding or the County Code, with the exception of the following:

All Relief Nurses employed by County who previously qualified for and received healthcare benefits pursuant to Fringe MOU Article 8, Section 8 (Health Insurance for Temporary and Recurrent Employees) will continue to be eligible to receive those benefits if they were enrolled in benefits on September 30, 2013. Coverage continues as long as the Relief Nurse meets the required number of hours during the annual requalifying period and coverage is continuous. There is no requalification or enrollment after coverage ends.

APPENDIX I
DISPUTE RESOLUTION AGREEMENT

**(insert copy of agreement
dated 4/20/05)**

APPENDIX II
SALARY GRID DETAIL

Insert:

1. Original Grid (Grid #1)
2. Implementation Grid –original grid with 2% General Movement (Grid #2)
3. Grid effective 10/1/14 - 2% General Movement (Grid #3)
4. Grid effective 2/1/15 - 2% General Movement (Grid #4)

APPENDIX III.ASALARY GRID ASSIGNMENTS

Class	Item No.	Grid
		Assignment
Registered Nurse I	5133	1
Registered Nurse II	5134	2
Registered Nurse III	5135	3
Registered Nurse I, Sheriff	5139	1
Registered Nurse II, Sheriff	5140	2
Registered Nurse III, Sheriff	5141	3
Clinical Instructor, RN	5208	4
Nursing Instructor	5214	7
Nurse Training Consultant	5215	9
Senior Nursing Instructor	5216	9
Nursing Instructor, School of Nursing	5210	10
Sr. Nursing Instructor, School of Nursing	5212	11
Medical Service Coordinator, CCS	5350	2
Occupational Health Nurse Specialist	5255	3
Clinical Nurse Specialist	5357	13
Nurse Midwife	5359	15
Nurse Practitioner	5121	11
Assistant Mental Health Counselor, RN	5276	3
Mental Health Counselor, RN	5278	6
Nurse Anesthetist II	5172	19
Nurse Anesthetist Instructor	5175	20
Assistant Program Specialist, PHN	5233	7

APPENDIX III.A

SALARY GRID ASSIGNMENTS (Continued)

Class	Item No.	Grid
		Assignment
Public Health Nurse	5230	4
Health Facilities Evaluator, Nursing	5707	2
Sr. Health Facilities Evaluator, Nursing	5708	3
Program Specialist, PH Nursing	5237	9
Supervising Clinic Nurse I	5329	6
Supervising Clinic Nurse II	5330	8
Supervising Medical Service Coord, CCS	5356	8
Supervising Staff Nurse I	5338	6
Supervising Staff Nurse II	5339	8
Supervising Staff Nurse I, Sheriff	5340	6
Supervising Staff Nurse II, Sheriff	5341	8
Supervising Surgery Nurse I	5365	6
Supervising Surgery Nurse II	5366	8
Supervising Health Facilities Evaluator, Nursing	5709	6
Health Facilities Consultant, Nursing	5701	10
Utilization Review Nurse Supervisor I	5125	6
Utilization Review Nurse Supervisor II	5126	8
Senior Mental Health Counselor, RN	5280	8
Chief Nurse-Midwife	5360	17
Public Health Nursing Supervisor	5236	8

APPENDIX III.B – SALARY GRIDS

SALARY GRID 1 - 2009

Grid Level	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20
1	5,450,480	5,556,490	5,670,680	5,784,090	5,899,780	6,017,770	6,138,130	6,260,890	6,386,110	6,513,830	6,644,110	6,776,990	6,912,530	7,050,780	7,191,800	7,335,630	7,482,340	7,631,990	7,784,630	7,940,320
2	5,614,000	5,726,280	5,840,800	5,957,620	6,076,770	6,198,310	6,322,270	6,448,720	6,577,690	6,709,250	6,843,430	6,980,300	7,119,900	7,262,300	7,407,550	7,555,700	7,706,810	7,860,950	8,018,170	8,178,550
3	5,782,420	5,898,060	6,016,030	6,136,350	6,259,070	6,384,250	6,511,940	6,642,180	6,775,020	6,910,520	7,048,730	7,189,710	7,333,500	7,480,170	7,629,780	7,782,370	7,938,020	8,096,780	8,258,710	8,423,890
4	5,955,890	6,075,010	6,196,510	6,320,440	6,446,850	6,575,780	6,707,300	6,841,440	6,978,270	7,117,840	7,260,200	7,405,400	7,553,510	7,704,580	7,858,670	8,015,840	8,176,160	8,339,680	8,506,480	8,676,610
5	6,134,570	6,257,260	6,382,400	6,510,050	6,640,250	6,773,060	6,908,520	7,046,690	7,187,620	7,331,370	7,478,000	7,627,560	7,780,110	7,935,710	8,094,430	8,256,320	8,421,440	8,589,870	8,761,670	8,936,900
6	6,318,600	6,444,970	6,573,870	6,705,350	6,839,480	6,976,250	7,115,770	7,258,090	7,403,250	7,551,310	7,702,340	7,856,390	8,013,520	8,173,790	8,337,260	8,504,010	8,674,090	8,847,570	9,024,520	9,205,010
7	6,508,160	6,636,320	6,771,090	6,906,510	7,044,640	7,185,530	7,329,250	7,475,830	7,625,360	7,777,850	7,933,410	8,092,080	8,253,920	8,419,000	8,587,380	8,759,130	8,934,310	9,113,000	9,295,260	9,481,160
8	6,703,410	6,837,470	6,974,220	7,113,710	7,255,980	7,401,100	7,549,120	7,700,110	7,854,110	8,011,190	8,171,410	8,334,840	8,501,540	8,671,570	8,845,000	9,021,900	9,202,340	9,386,390	9,574,110	9,765,600
9	6,904,510	7,042,600	7,183,450	7,327,120	7,473,660	7,623,130	7,775,600	7,931,110	8,089,730	8,251,530	8,416,560	8,584,890	8,756,580	8,931,720	9,110,350	9,292,560	9,478,410	9,667,980	9,861,340	10,058,560
10	7,111,640	7,253,880	7,398,950	7,546,930	7,697,870	7,851,830	8,008,860	8,169,040	8,332,420	8,499,070	8,669,050	8,842,430	9,019,280	9,199,670	9,383,660	9,571,330	9,762,760	9,958,020	10,157,180	10,360,320
11	7,324,990	7,471,490	7,620,920	7,773,340	7,928,810	8,087,380	8,249,130	8,414,110	8,582,400	8,754,040	8,929,120	9,107,710	9,289,860	9,475,660	9,665,170	9,858,470	10,055,640	10,256,760	10,461,890	10,671,130
12	7,544,740	7,695,640	7,849,550	8,006,540	8,166,670	8,330,000	8,496,600	8,666,540	8,839,870	9,016,660	9,197,000	9,380,940	9,568,560	9,759,930	9,955,130	10,154,230	10,357,310	10,564,460	10,775,750	10,991,260
13	7,771,080	7,926,510	8,085,040	8,246,740	8,411,670	8,579,900	8,751,500	8,926,530	9,105,060	9,287,160	9,472,910	9,662,370	9,855,610	10,052,730	10,253,780	10,458,860	10,668,030	10,881,390	11,099,020	11,321,000
14	8,004,220	8,164,300	8,327,590	8,494,140	8,664,020	8,837,300	9,014,050	9,194,330	9,378,220	9,565,780	9,757,100	9,952,240	10,151,280	10,354,310	10,561,390	10,772,620	10,988,070	11,207,840	11,431,990	11,660,630
15	8,244,340	8,409,230	8,577,410	8,748,960	8,923,940	9,102,420	9,284,470	9,470,160	9,659,560	9,852,750	10,049,810	10,250,800	10,455,820	10,664,940	10,878,240	11,095,800	11,317,720	11,544,070	11,774,950	12,010,450
16	8,491,670	8,661,510	8,834,740	9,011,430	9,191,660	9,375,490	9,563,000	9,754,260	9,949,350	10,148,340	10,351,300	10,558,330	10,769,490	10,984,880	11,204,580	11,428,670	11,657,250	11,890,390	12,128,200	12,370,760
17	8,746,420	8,921,350	9,099,780	9,281,770	9,467,410	9,656,760	9,849,890	10,046,890	10,247,830	10,452,790	10,661,840	10,875,080	11,092,580	11,314,430	11,540,720	11,771,530	12,006,970	12,247,100	12,492,050	12,741,890
18	9,008,820	9,186,990	9,372,770	9,560,230	9,751,430	9,946,460	10,145,390	10,348,300	10,555,260	10,766,370	10,981,700	11,201,330	11,425,380	11,653,860	11,886,940	12,124,680	12,367,170	12,614,520	12,866,810	13,124,140
19	9,279,080	9,464,660	9,653,960	9,847,030	10,043,980	10,244,850	10,449,750	10,658,750	10,871,920	11,089,360	11,311,150	11,537,370	11,768,120	12,003,480	12,243,550	12,488,420	12,738,190	12,992,950	13,252,810	13,517,870
20	9,557,450	9,748,600	9,943,570	10,142,450	10,345,290	10,552,200	10,763,240	10,978,510	11,198,080	11,422,040	11,650,480	11,883,490	12,121,160	12,363,580	12,610,860	12,863,070	13,120,330	13,382,740	13,650,400	13,923,400

SALARY GRID 2 – 2013

Grid Level	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20
1	5,559	5,671	5,784	5,900	6,018	6,138	6,261	6,386	6,514	6,644	6,777	6,913	7,051	7,192	7,336	7,482	7,632	7,785	7,940	8,099
2	5,726	5,841	5,958	6,077	6,198	6,322	6,449	6,578	6,709	6,843	6,980	7,120	7,262	7,408	7,556	7,707	7,861	8,018	8,179	8,342
3	5,898	6,016	6,136	6,259	6,384	6,512	6,642	6,775	6,911	7,049	7,190	7,334	7,480	7,630	7,782	7,938	8,097	8,259	8,424	8,592
4	6,075	6,197	6,320	6,447	6,576	6,707	6,841	6,978	7,118	7,260	7,405	7,554	7,705	7,859	8,016	8,176	8,340	8,506	8,677	8,850
5	6,257	6,382	6,510	6,640	6,773	6,909	7,047	7,188	7,331	7,478	7,628	7,780	7,936	8,094	8,256	8,421	8,590	8,762	8,937	9,116
6	6,445	6,574	6,705	6,839	6,976	7,116	7,258	7,403	7,551	7,702	7,856	8,014	8,174	8,337	8,504	8,674	8,848	9,025	9,205	9,389
7	6,638	6,771	6,907	7,045	7,186	7,329	7,476	7,625	7,778	7,933	8,092	8,254	8,419	8,587	8,759	8,934	9,113	9,295	9,481	9,671
8	6,837	6,974	7,114	7,256	7,401	7,549	7,700	7,854	8,011	8,171	8,335	8,502	8,672	8,845	9,022	9,202	9,386	9,574	9,766	9,961
9	7,043	7,183	7,327	7,474	7,623	7,776	7,931	8,090	8,252	8,417	8,585	8,757	8,932	9,110	9,293	9,478	9,668	9,861	10,059	10,260
10	7,254	7,399	7,547	7,698	7,852	8,009	8,169	8,332	8,499	8,669	8,842	9,019	9,200	9,384	9,571	9,763	9,958	10,157	10,360	10,568
11	7,471	7,621	7,773	7,929	8,087	8,249	8,414	8,582	8,754	8,929	9,108	9,290	9,476	9,665	9,858	10,056	10,257	10,462	10,671	10,885
12	7,696	7,850	8,007	8,167	8,330	8,497	8,667	8,840	9,017	9,197	9,381	9,569	9,760	9,955	10,154	10,357	10,564	10,776	10,991	11,211
13	7,927	8,085	8,247	8,412	8,580	8,751	8,927	9,105	9,287	9,473	9,662	9,856	10,053	10,254	10,459	10,668	10,881	11,099	11,321	11,547
14	8,164	8,328	8,494	8,664	8,837	9,014	9,194	9,378	9,566	9,757	9,952	10,151	10,354	10,561	10,773	10,988	11,208	11,432	11,661	11,894
15	8,409	8,577	8,749	8,924	9,102	9,284	9,470	9,660	9,853	10,050	10,251	10,456	10,665	10,878	11,096	11,318	11,544	11,775	12,010	12,251
16	8,662	8,835	9,011	9,192	9,375	9,563	9,754	9,949	10,148	10,351	10,558	10,769	10,985	11,205	11,429	11,657	11,890	12,128	12,371	12,618
17	8,921	9,100	9,282	9,467	9,657	9,850	10,047	10,248	10,453	10,662	10,875	11,093	11,314	11,541	11,772	12,007	12,247	12,492	12,742	12,997
18	9,189	9,373	9,560	9,751	9,946	10,145	10,348	10,555	10,766	10,982	11,201	11,425	11,654	11,887	12,125	12,367	12,615	12,867	13,124	13,387
19	9,465	9,654	9,847	10,044	10,245	10,450	10,659	10,872	11,089	11,311	11,537	11,768	12,003	12,244	12,488	12,738	12,993	13,253	13,518	13,788
20	9,749	9,944	10,142	10,345	10,552	10,763	10,979	11,198	11,422	11,650	11,883	12,121	12,364	12,611	12,863	13,120	13,383	13,650	13,923	14,202

SALARY GRID 3 - 2014

Grid Level	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20
1	5,671	5,784	5,900	6,018	6,138	6,261	6,386	6,514	6,644	6,777	6,913	7,051	7,192	7,336	7,482	7,632	7,785	7,940	8,099	8,261
2	5,841	5,958	6,077	6,198	6,322	6,449	6,578	6,709	6,843	6,980	7,120	7,262	7,408	7,556	7,707	7,861	8,018	8,179	8,342	8,509
3	6,016	6,136	6,259	6,384	6,512	6,642	6,775	6,911	7,049	7,190	7,333	7,480	7,630	7,782	7,938	8,097	8,259	8,424	8,592	8,764
4	6,197	6,320	6,447	6,576	6,707	6,841	6,978	7,118	7,260	7,405	7,554	7,705	7,859	8,016	8,176	8,340	8,506	8,677	8,850	9,027
5	6,382	6,510	6,640	6,773	6,909	7,047	7,188	7,331	7,478	7,628	7,780	7,936	8,094	8,256	8,421	8,590	8,762	8,937	9,116	9,298
6	6,574	6,705	6,839	6,976	7,116	7,258	7,403	7,551	7,702	7,856	8,014	8,174	8,337	8,504	8,674	8,848	9,025	9,205	9,389	9,577
7	6,771	6,907	7,045	7,186	7,329	7,476	7,625	7,778	7,933	8,092	8,254	8,419	8,587	8,759	8,934	9,113	9,295	9,481	9,671	9,864
8	6,974	7,114	7,256	7,401	7,549	7,700	7,854	8,011	8,171	8,335	8,502	8,672	8,845	9,022	9,202	9,386	9,574	9,766	9,961	10,160
9	7,183	7,327	7,474	7,623	7,776	7,931	8,090	8,252	8,417	8,585	8,757	8,932	9,110	9,293	9,478	9,668	9,861	10,059	10,260	10,465
10	7,399	7,547	7,698	7,852	8,009	8,169	8,332	8,499	8,669	8,842	9,019	9,200	9,384	9,571	9,763	9,958	10,157	10,360	10,568	10,779
11	7,621	7,773	7,929	8,087	8,249	8,414	8,582	8,754	8,929	9,108	9,290	9,476	9,665	9,858	10,056	10,257	10,462	10,671	10,885	11,102
12	7,850	8,007	8,167	8,330	8,497	8,667	8,840	9,017	9,197	9,381	9,569	9,760	9,955	10,154	10,357	10,564	10,776	10,991	11,211	11,435
13	8,085	8,247	8,412	8,580	8,752	8,927	9,105	9,287	9,473	9,662	9,856	10,053	10,254	10,459	10,668	10,881	11,099	11,321	11,547	11,778
14	8,328	8,494	8,664	8,837	9,014	9,194	9,378	9,566	9,757	9,952	10,151	10,354	10,561	10,773	10,988	11,208	11,432	11,661	11,894	12,132
15	8,577	8,749	8,924	9,102	9,284	9,470	9,660	9,853	10,050	10,251	10,456	10,665	10,878	11,096	11,318	11,544	11,775	12,010	12,251	12,496
16	8,835	9,011	9,192	9,375	9,563	9,754	9,949	10,148	10,351	10,558	10,769	10,985	11,205	11,429	11,657	11,890	12,128	12,371	12,618	12,871
17	9,100	9,282	9,467	9,657	9,850	10,047	10,248	10,453	10,662	10,875	11,093	11,314	11,541	11,772	12,007	12,247	12,492	12,742	12,997	13,257
18	9,373	9,560	9,751	9,946	10,145	10,348	10,555	10,766	10,982	11,201	11,425	11,654	11,887	12,125	12,367	12,615	12,867	13,124	13,387	13,654
19	9,654	9,847	10,044	10,245	10,450	10,659	10,872	11,089	11,311	11,537	11,768	12,003	12,244	12,488	12,738	12,993	13,253	13,518	13,788	14,064
20	9,944	10,142	10,345	10,552	10,763	10,979	11,198	11,422	11,650	11,883	12,121	12,364	12,611	12,863	13,120	13,383	13,650	13,923	14,202	14,486

SALARY GRID 4 - 2015

Grid Level	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20
1	5,784	5,900	6,018	6,138	6,261	6,386	6,514	6,644	6,777	6,913	7,051	7,192	7,336	7,482	7,632	7,785	7,940	8,099	8,261	8,426
2	5,958	6,077	6,198	6,322	6,449	6,578	6,709	6,843	6,980	7,120	7,262	7,408	7,556	7,707	7,861	8,018	8,179	8,342	8,509	8,679
3	6,136	6,259	6,384	6,512	6,642	6,775	6,911	7,049	7,190	7,333	7,480	7,630	7,782	7,938	8,097	8,259	8,424	8,592	8,764	8,939
4	6,320	6,447	6,576	6,707	6,841	6,978	7,118	7,260	7,405	7,554	7,705	7,859	8,016	8,176	8,340	8,506	8,677	8,850	9,027	9,208
5	6,510	6,640	6,773	6,909	7,047	7,188	7,331	7,478	7,628	7,780	7,936	8,094	8,256	8,421	8,590	8,762	8,937	9,116	9,298	9,484
6	6,705	6,839	6,976	7,116	7,258	7,403	7,551	7,702	7,856	8,014	8,174	8,337	8,504	8,674	8,848	9,025	9,205	9,389	9,577	9,768
7	6,907	7,045	7,186	7,329	7,476	7,625	7,778	7,933	8,092	8,254	8,419	8,587	8,759	8,934	9,113	9,295	9,481	9,671	9,864	10,061
8	7,114	7,256	7,401	7,549	7,700	7,854	8,011	8,171	8,335	8,502	8,672	8,845	9,022	9,202	9,386	9,574	9,766	9,961	10,160	10,363
9	7,327	7,474	7,623	7,776	7,931	8,090	8,252	8,417	8,585	8,757	8,932	9,110	9,293	9,478	9,668	9,861	10,059	10,260	10,465	10,674
10	7,547	7,698	7,852	8,009	8,169	8,332	8,499	8,669	8,842	9,019	9,200	9,384	9,571	9,763	9,958	10,157	10,360	10,568	10,779	10,994
11	7,773	7,929	8,087	8,249	8,414	8,582	8,754	8,929	9,108	9,290	9,476	9,665	9,858	10,056	10,257	10,462	10,671	10,885	11,102	11,324
12	8,007	8,167	8,330	8,497	8,667	8,840	9,017	9,197	9,381	9,569	9,760	9,955	10,154	10,357	10,564	10,776	10,991	11,211	11,435	11,664
13	8,247	8,412	8,580	8,752	8,927	9,105	9,287	9,473	9,662	9,856	10,053	10,254	10,459	10,668	10,881	11,099	11,321	11,547	11,778	12,014
14	8,494	8,664	8,837	9,014	9,194	9,378	9,566	9,757	9,952	10,151	10,354	10,561	10,773	10,988	11,208	11,432	11,661	11,894	12,132	12,374
15	8,749	8,924	9,102	9,284	9,470	9,660	9,853	10,050	10,251	10,456	10,665	10,878	11,096	11,318	11,544	11,775	12,010	12,251	12,496	12,746
16	9,011	9,192	9,375	9,563	9,754	9,949	10,148	10,351	10,558	10,769	10,985	11,205	11,429	11,657	11,890	12,128	12,371	12,618	12,871	13,128
17	9,282	9,467	9,657	9,850	10,047	10,248	10,453	10,662	10,875	11,093	11,314	11,541	11,772	12,007	12,247	12,492	12,742	12,997	13,257	13,522
18	9,560	9,751	9,946	10,145	10,348	10,555	10,766	10,982	11,201	11,425	11,654	11,887	12,125	12,367	12,615	12,867	13,124	13,387	13,654	13,927
19	9,847	10,044	10,245	10,450	10,659	10,872	11,089	11,311	11,537	11,768	12,003	12,244	12,488	12,738	12,993	13,253	13,518	13,788	14,064	14,345
20	10,142	10,345	10,552	10,763	10,979	11,198	11,422	11,650	11,883	12,121	12,364	12,611	12,863	13,120	13,383	13,650	13,923	14,202	14,486	14,776

APPENDIX IVGENERAL ACUTE CARE

Acute care staffing in accordance with the State Department of Public Health Licensing and Certification requirements:

As per part (a) of Title 22 of the California Code of Regulations, Section 70217, Nursing Service Staff, subsection (a), staffing in General Acute Care Hospitals shall be maintained as follows:

- (1) Critical care unit, including an intensive care newborn nursery shall be staffed at a ratio of 1 registered nurse to 2 patients or fewer at all times.
- (2) The surgical service operating room shall have at least one circulating registered nurse and a minimum of one additional person serving as a scrub assistant.
- (3) Labor and Delivery: Active labor - 1:2 or fewer at all times; antepartum non-active labor - 1:4 or fewer at all times.
- (4) Postpartum: mother-baby couplets – 1:4 or fewer at all times; mothers only – 1:6 or fewer at all times; multiple births, mother plus infants – 1:8 or fewer at all times.
- (5) Combined Labor/Delivery/Postpartum: 1:3 or fewer at all times.
- (6) Pediatrics: 1:4 or fewer at all times.
- (7) Post Anesthesia Room: 1:2 or fewer at all times.
- (8) Emergency Department: Patients receiving treatment: 1 to 4 or fewer at all times; Triage: at least one Registered Nurse who shall not be counted in the ratios and shall be immediately available to triage patients upon their arrival in the emergency department. When there are no patients needing triage, the RN may assist by performing other nursing tasks. Trauma: 1:1 shall be maintained at all times; Critical Care 1:2 or fewer at all times.
- (9) Step-down Unit: 1:3 or fewer at all times.
- (10) Telemetry Unit: 1:4 or fewer at all times.
- (11) Medical/Surgical Care Units: 1:5 or fewer at all times.
- (12) Specialty Care Units: 1 to 4 or fewer at all times.
- (13) Psychiatric or Behavioral Medicine Units: 1:6 or fewer at all times.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX BOFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. LIGHTING

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. GLARE

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. **MAINTENANCE**

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX C

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

SWHa
U.S. Wage and Hour Division



2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320
Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE A"

PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

2218 Kausen Drive, Ste. 100,
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov



"NOTICE B"

FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number

DFEH-100-21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By Bob John
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By William T. Fujioka
WILLIAM T. FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

SIGNATURE PAGE (Continued)

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By Ratana Thompson, RN

By Frederick F. Fucich, RN

By Sharon

By Simon Henry, RN

By Jacqueline Byers, RN

By Veronica Vasquez, RN

By Catherine L. Kowalski, RN

By Robert S. Sana, RN

SIGNATURE PAGE (Continued)

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By Ramona Rega-Johnson

By [Signature]
By Rosemary Fyfe RN

By DN [Signature] RN.
By William Archer RN

By Shanika Ouly, RN

By Wanna Burgess RN

By Alice J. Buzatou RN

LAMAL [Signature] RN

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISING REGISTERED NURSES
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County")

AND

Los Angeles County Employees Association,
SEIU, LOCAL 721, CTW, CLC (hereinafter
referred to as "Union").

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Los Angeles County Employees Association, SEIU, Local 721, was certified on May 17, 1974 by County's Employee Relations Commission (Employee Relations Commission File No. R-37-74) as the majority representative of County Employees in the SUPERVISING REGISTERED NURSES Services Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission.

Management hereby recognizes Los Angeles County Employees Association, SEIU, Local 721, as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management agrees that it shall recognize SEIU, Local 721, as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and SEIU, Local 721, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Boulevard, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

Section 1. Calendar for Negotiations

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature

of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and

regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each

party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination
 - Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.

7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.

8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with

the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.

- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
 8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
 9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
 10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within

sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond

the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3 Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4 Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5 Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus.

In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDY

Section 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military

leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

- Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

- FLSA Exempt employees must request EVTO in full work day increments.

- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

- EVTO is not available to employees on any other paid or unpaid leave.

- Department Heads may continue to approve other unpaid leave of absences.

- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013- 2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with SEIU, Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721

regarding its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT
COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDS

Section 1.

Management will furnish adequate bulletin board space to SEIU, Local 721 where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTH

Section 1. Parties' Responsibilities

- A. Management and the Union mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973, the Joint Commission and California Code of Regulations, where applicable.
- B. It is the intent of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. The Union shall cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and/or to report any such unsafe and/or unhealthy practices, equipment or conditions to their immediate supervisors.
1. Management will provide personal protective equipment (PPE) appropriate to the unit service or department and consistent with the County's safety standards.
 2. Employees are advised to notify their supervisors of any and all incidents involving injury or illness.

- C. It is Management's intent not to place Registered Nurses in unsafe work situations which may compromise their health/safety or that of their unborn child.
- D. If a hazardous or unsafe condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter to the local facility safety officer or the Department Safety Officer, if there is no local safety officer. The names, locations and phone numbers of the local safety officer and the departmental safety officer shall be posted in each facility adjacent to Cal OSHA notices.
- E. The Safety Officer will respond within five (5) working days. If the employee or his representative is not satisfied with the response of the Safety Officer, the Union may consult with the Risk Management Branch of the CEO or designee. A representative of such branch shall respond to the Department Head and the Union within ten (10) days. If the Union is not satisfied with the response of the Risk Management Branch of the CEO or designee, the issue may be taken within ten (10) days to arbitration as set forth in Article 9, Grievance Procedure. During these ten (10) days, consultation between the Department Head and the Union will take place, as an attempt to remedy the complaint.
- F. In the event an employee is exposed to any infectious/communicable disease or hazardous condition and develops a condition as a direct result of that exposure, the County will be liable under applicable workers' compensation laws.

- G. Employees who have been exposed to a communicable disease will be informed within 5 calendar days once the county receives confirmed notice of the communicable disease. Existing facility/departmental Infection Control policies are to be followed as appropriate.

Section 2. First Aid

The Department Safety Officer or appropriate representative will ensure access to first aid at all work facilities.

Section 3. Committees

- A. Where health/safety committees exist in the Departments of Health Services, Mental Health and the Sheriff's Department, and the concerns of these committees include nursing health and safety matters, there shall be Registered Nurse representation. The Registered Nurses' Committee in each facility/department where health/safety committees exist will select two (2) Registered Nurses to serve on the committee. Registered Nurses who are appointed to health and safety committees will serve during working hours without loss of compensation, and will receive copies of minutes within thirty (30) working days.
- B. The Registered Nurses' Committee may recommend a maximum of two (2) Registered Nurses to serve on the Infection Control Committees where such committees exist in the Departments of Health Services. The Registered Nurses

who are on the Infection Control Committee will serve during working hours without loss of compensation.

- C. Countywide health/safety issues shall be discussed at the Countywide Registered Nurses' Committee (Reference, Article 54).

Section 4. Blood Borne Pathogen Exposure

- A. Employees in this Unit who are at risk of direct exposure to blood or blood contaminated body fluids shall be entitled to receive Hepatitis B vaccine at no cost.

Management shall provide supplies/equipment and periodic education to ensure implementation of universal precautions as recommended by Centers for Disease Control and Prevention (CDC).

- 1. Direct care Registered Nurses will be involved in the facility's product evaluation for the selection of safety equipment.
- B. Management will create at each department or facility policies which delineate reasonable care in the event an employee is exposed to a communicable disease or hazardous substance on the job. Such policies will be consistent with local, State and Federal health and safety regulations and guidelines.

- C. Employees requiring information regarding blood borne pathogen exposure or related issues may reference/contact any of the facility/department resources: infection control policies and procedures, infection control coordinator, employee/occupational health services, Los Angeles County Department of Public Health, and the Center for Disease Control and Prevention at telephone number 1 (888) 232-3228 or website at www.cdc.gov.

Section 5. Visitor Access

- A. Departments of Health Services, Public Health and Mental Health will implement models of controlled visitor access at all patient care facilities. Such models shall include restricted visiting hours as deemed appropriate by facility management. Further, Management will, where possible, restrict visitor/patient access to emergency room triage areas through use of various security methods and/or devices.
- B. Where possible, Management will designate separate entrances for employees and secure entrances in a manner that discourages casual use.
- C. Management shall provide security to all clinics whose hours extend past sunset while employees are on duty.

Section 6. Critical Incidents Response

The Registered Nurses' Committee at each facility/department shall assist in the

development of crisis intervention and non-violent crisis intervention education programs. Registered Nurses will have access to crisis intervention through Department of Mental Health (213-738-4431), Employee Assistance Program (213-738-4200) or Employee Support Services (Sheriff Department, 213-738-3500) after experiencing a traumatic event during the course of employment.

Management will allow employees who work in the field to attend management approved personal safety training on County time.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (E-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICESSection 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2 Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDS

Section 1. Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by SEIU, Local 721.

All Registered Nurses covered hereunder shall have the right, at the Registered Nurse's option to have the Registered Nurse Steward's guidance at any grievance.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor, and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly

the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

Management agrees a Registered Nurse Steward will not be transferred, because of his/her activities as a Registered Nurse Steward.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1 Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals.

Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2 Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3 Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4 Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.

- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.

- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.

- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.

- F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5 Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce

reductions, management shall notify SEIU, Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.

- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.
- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.
- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resource's office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.

- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.
- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.
- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County." This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6 Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services' facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure

that equipment is provided that is in accordance with legal, professional, and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 7 Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.
2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).

2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.
4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on each shift where applicable within 60 business days of Board approval of this

MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8 Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9 Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all

departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10 DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS, and/or DPH shall meet upon the request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including but not limited to study guides and practice skills labs;
- Study time and remediation; and
- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations. DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42DEPARTMENT OF MENTAL HEALTH, HEALTH CARE REFORM

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for and responding to changes under healthcare reform and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare reform before implementation.

The committee will have fifteen (15) Local 721 employee representatives.

Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform in DMH' when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization with the goal of achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.
- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform Committee

This article will expire on September 30, 2015, with the exception of the section on work place safety. If the parties have not completed the work of DMH health care reform by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44 WORK SCHEDULES

Section 1. Purpose

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Section 2. Work Week

- A. For the purpose of computing overtime, the workweek for employees in this unit is 40 hours of work in a seven consecutive day period as defined by Management.
- B. For the purpose of work schedules, the normal workweek shall be five (5) eight-hour workdays, except as provided in Section 4 C and Section 6 of this Article.

Section 3. Rest Periods

- A. Each eight-hour shift shall include two 15-minute rest periods, scheduled according to the needs of the unit. This is exclusive of at least a thirty (30) minute lunch period.
- B. For other than eight-hour shifts, an employee is entitled to a 15-minute paid rest period for each four hours of scheduled work time.
 - 1. During rest periods, employees shall be relieved of all duties and may leave their immediate work location after advising the nurse-in-charge where they will be.

Section.4. Work Shifts

- A. Employees shall be scheduled to work on regular work shifts having regular starting and quitting times.
- B. Except for emergencies (see Section 7) employees' work schedules shall not be changed without written notice, including the reason, to the employee at least ten (10) working days or fourteen (14) calendar days prior to the date the change is to be effective.
1. Making changes on the schedule alone does not constitute notification to the employee.
 2. If it is necessary to change an employee's regular assigned shift to another shift, Management shall first seek volunteers. If there are more volunteers than available shift changes, the selection from the list of volunteers will be made based upon time in grade (i.e., classification) seniority. If there are no volunteers, the change shall be made by inverse time in grade seniority by unit, by shift. In the event of a tie, county seniority or inverse seniority shall prevail. For the Sheriff's Department, current practice shall be controlling.

- C. Upon mutual agreement between Management and the Registered Nurse(s) covered by this Memorandum of Understanding who are assigned to detention facilities within Juvenile Court Health Services, Registered Nurses shall be allowed to waive their right to a 30-minute meal break and aggregate the two (2) break periods of fifteen (15) minutes each.
- D. Management and the Union agree that if there is a change in the hours or days of operation for any facility which will affect work schedules, Management shall meet and consult with the Union prior to any changes taking place.

Section 5. Posting of Work Schedules

- A. Work schedules shall be posted in an area accessible to all unit, ward or area employees at least fourteen (14) calendar days before each scheduling period.

Section 6. Alternative Work Schedules

- A. Full time permanent Nurses within DHS 24 hour patient care facilities, scheduling units shall have the right to elect to change work schedules. 50% +1 of the RNs in said scheduling unit must show a proof of interest to have a schedule change vote. The scheduling change vote is to be held within one month of a recognized proof of interest petition. Such proof of interest petition shall state what the desired alternative work schedule will be. The desired alternative work schedule must

match the operational configuration of the scheduling unit (e.g., 24 hour operations can have two (2) 12 hours shifts, three (3) eight hour shifts, etc.).

Management shall be provided a copy of the proof of interest petition as soon as said petition is completed and a unit vote scheduled.

- B. Upon written confirmation of a vote of 67% (or 2/3) in any General Acute Care Hospital in-patient scheduling unit, Management will change said schedules within 60 business days of such vote. Once a schedule change has been implemented, said schedule must remain in place for at least one (1) year before another scheduling change vote can take place.

Management will make every reasonable effort to accommodate any RN who is unable to change their work schedule as a result of the majority vote.

- C. Some alternative work schedules currently utilized in the County include:
1. Four (4) ten-hour workdays per week
 2. Twelve (12) hour shifts
 3. Eight (8) nine-hour workdays and one (1) eight-hour workday per two-week period allowing an additional day off every other week.
- D. Alternative work schedule patterns to establish/maintain 12-hour shifts without built-in overtime include, but are not limited to the following:

1. Every other week, employee works three (3) twelve (12) hours shifts and one (1) eight (8) hour shift; 4 hours of the eight (8) hours are applied to the week just worked and four (4) hours are carried forward to the week when three (3) twelve (12) hours shifts are worked.
2. Two (2) twelve (12) hour shifts and two (2) eight (8) hour shifts per week.
3. In a four (4) week time schedule period, four (4) twelve (12) hours shifts, 48 hours, are worked in one week and three (3) twelve (12) hours shifts, 36 hours, per week are worked in three (3) weeks. In a week when four (4) twelve (12) hours shifts, 48 hours, are worked, twelve (12) hours of overtime shall be accrued. In the weeks when three (3) twelve (12) hour shifts, 36 hours are worked, four (4) hours of the accrued overtime per week shall be used.
4. Each facility/department, in accordance with their respective budgets, may engage the Registered Nurses' Committee in discussion on other alternative work schedule patterns to meet facility specific patient care needs.

E. Consultation

Prior to implementing alternative work schedules, which may include but are not limited to schedules listed in 6.D. above, Management will notify Local 721.

Management will meet and consult on the implementation of alternative work schedules with Local 721 upon request.

F. 36-hour work week

1. Definition of the 36-hour week (9/10 item)

The 9/10 schedule is defined as a 36-hour work week. Each 36-hour week shall include at least one weekend day, as defined in this MOU under Weekend Differential. For purposes of work schedules, the normal 36-hour work week shall be three 12-hour shifts. Each 12-hour shift shall include, exclusive of at least a 30-minute lunch break, three 15-minute rest periods according to the needs of the unit. For the purpose of computing overtime, the work week for employees on the 9/10 item will be 40 hours of work in a seven consecutive day period as defined by management.

2. Employees eligible for the 9/10 item

RN's working in 24-hour patient care facilities in the Department of Health Services shall be eligible to work a 9/10 item. Management shall determine the number of employees placed on 9/10 schedules in each work unit, except as specified in Section 6.A and 6.B above.

The following classes will be eligible for a 9/10 schedule:

<u>Item Number</u>	<u>Item Title</u>
5133	Registered Nurse I
5134	Registered Nurse II
5135	Registered Nurse III
5170	Graduate Nurse Anesthetist
5332	Interim Permittee, Nursing
5172	Nurse Anesthetist
5359	Nurse Midwife
5121	Nurse Practitioner

3. Special Pay

Employees on the 9/10 item shall be eligible for Call Back, Evening and Night Shift Differential, and Weekend Differential as negotiated for this Bargaining Unit. Employees on the 9/10 item shall be eligible for Out of Class and Additional Responsibilities bonus as negotiated for this Bargaining Unit.

Employees on the 9/10 item who meet the criteria for the Emergency Room Bonus as defined in the Special Pay Practices Article shall receive \$67.50 per pay period if they are certified as a Mobile Intensive Care Nurse.

4. Fringe Benefits for Employees on the 9/10 item

Employees on the 9/10 item shall be included as Eligible Employees pursuant to Section 5.37.020 of the County Code. Employees on the 9/10

item shall receive the County contribution toward Options as negotiated in the 721 Fringe Benefit Agreement. They shall not be eligible for additional Health Benefits for part-time employees, as defined in Chapter 5.36 of the County Code.

5. Other benefits

Employees on the 9/10 item shall be eligible for the following additional benefits:

Retirement - Employees on the 9/10 item shall receive 9/10 of the amount the County pays to the Retirement Fund for permanent, full-time employees in the same classification. The employee shall pay the employee contribution rate as negotiated in the 721 Fringe Benefit Agreement.

Deferred Compensation – Employees on the 9/10 item shall be eligible for the Deferred Compensation plans as defined in Sections 5.24 and 5.25 of the County Code.

Injury Leave – Employees on the 9/10 item injured on the job shall be eligible for leave pursuant to Section 6.20.070 of the County Code.

Bilingual Pay – Employees on the 9/10 item who meet the conditions enumerated in Section 6.10.140 of the County Code shall receive \$90 per month (\$45 per pay period).

Sick Leave – Employees on the 9/10 item shall earn and accrue sick leave as negotiated in the 721 Fringe Benefit Agreement. Employees on the 9/10 item may use up to 36 working hours of accrued full-pay sick leave in any one calendar year for personal reasons pursuant to County Code Section 6.20.030 A-(2).

Vacation – Employees on the 9/10 item shall earn and accrue vacation as negotiated in the 721 Fringe Benefit Agreement.

Bereavement Leave – Employees on the 9/10 item shall receive 24 hours of Bereavement Leave as defined in the 721 Fringe Benefit Agreement. If an employee is required to travel a minimum of 500 miles one way, he/she shall be eligible for a total of 40 hours.

Holidays – Employees on the 9/10 item shall receive eight hours of holiday time for each holiday as negotiated in the 721 Fringe Benefit Agreement.

Civil Service Exams – Employees on the 9/10 item shall be eligible for leave for Civil Service Examinations as provided under Section 6.20.030 (B) of the County Code.

Military Leave – Employees on the 9/10 item shall be eligible for Military Leave as provided under Section 6.20.080 (C) of the County Code.

Jury Duty – Employees on the 9/10 item shall be eligible for leave for Jury Duty as provided under Section 6.20.080 (D) of the County Code.

Restoration of salary – Employees on the 9/10 item shall be eligible for restoration of salary as provided under Section 6.20.100 of the County Code.

Employees on the 9/10 item shall not be entitled to any other compensation (salary, bonus, or benefits) except that provided in this article.

Section 7. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies.

Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

Section 8. Work in Excess of Regularly Scheduled Hours

The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same workweek. Management will make reasonable efforts to accommodate an employee's choice of an equivalent number of hours to be taken off in the same workweek.

Section 9.

Every attempt will be made, depending on the needs of the unit or service, to maintain employees covered by the Fair Labor Standards Act on work schedules that do not mandate payment of overtime.

Any existing practices, understanding or agreements by the parties regarding such schedules, are terminated upon implementation of this contract.

Section 10.

Upon management approval, Instructors in the College of Nursing, Education and Consulting Services and/or other county in-service programs shall be allowed to telecommute in order to meet the needs of the service. The Los Angeles County Telecommuting Policies shall be the standard telecommuting guidelines used.

ARTICLE 45 WEEKENDS OFFSection 1. Definition

- A. For purposes of this article a weekend is defined as two consecutive weekend days starting at 7:00 pm Friday and ending at 7:30 am Monday. RNs who work the night shift may choose Friday and Saturday, or Saturday and Sunday as their weekend days.

- B. Management shall make every reasonable effort to schedule every other weekend off for employees.

- C. Employees shall not be required to make up time for use of any negotiated benefit.

Section 2.

Registered Nurses may waive the above provision regarding every other weekend off. Such waiver must be in writing. (Refer to Article 44 Work Schedules)

Section 3

Registered Nurses, excluding Relief Nurses, who work on a weekend shall receive a weekend differential for each weekend hour worked. (Refer to Special Pay Practices, Article 57).

ARTICLE 46 VACATIONSSection 1. Vacation Time

When authorized by the Department Head vacation time may be deferred for more than one year provided, however, an employee's maximum current and deferred vacation accrual shall not exceed 40 days at any time.

Section 2. Vacation Request

- A. Each Registered Nurse shall submit a vacation request by the designated time limit established in each facility, service or work unit. A Registered Nurse's seniority, for purposes of vacation scheduling, shall be maintained if the designated time limit is met.

- B. For yearly vacation scheduling as mentioned in Section 2.A above, Management will respond in writing to such vacation requests in a timely manner, but in no case later than December 15th for vacations requested for the following year on a yearly January 1st thru December 31st vacation cycle.

At facilities that are on cycles for vacations other than January 1st thru December 31st, Management will respond to yearly vacation scheduling requests within twenty days of the cutoff date for such vacation requests.

At least annually, Management shall prepare and post an approved, filled-in vacation schedule for all employees in each work facility as stated above in this section.

- C. Management will consider addition of negotiated benefits to an original vacation request. The final decision shall be at the discretion of management.

Section 3. Scheduling and Vacation Requests Outside of the Yearly Vacation Request Period

- A. Vacation periods shall be scheduled by Management to provide adequate staffing. Such schedules shall be subject to the needs of County service.
- B. Management shall respond in writing to all subsequent vacation requests, notifying the Registered Nurse of vacation approval or denial in writing within seven (7) business days of the date from which such request was made by the Registered Nurse requesting vacation outside of the yearly vacation scheduling period.
- C. When Management initiates a change of assignment after the annual vacation schedule has been prepared and posted, management shall make every reasonable effort to grant the employee's previously scheduled vacation.

Section 4. Vacation Scheduling Unit

A vacation scheduling unit is defined as:

- (A) A unit with a sufficient number of Registered Nurses with interchangeable skills to provide services to patients, and to insure that Registered Nurses will not have to

compete with non-Registered Nurses for vacation schedules, and a unit where vacations are required to be scheduled throughout the year.

- (B) Where the vacation scheduling unit is not a hospital unit (such as, but not limited to, the Sheriff's Department and Juvenile Court Health Services) or is a small unit within a hospital where Registered Nurses with the necessary skills cannot be floated into the unit, prior practices in vacation scheduling shall be controlling.

Section 5. Procedures

Registered Nurses shall be entitled to take authorized vacations in accordance with the following procedures:

- A. For each vacation scheduling unit, Management shall decide the number of employees who may be on vacation at any given time. No request for vacation shall be denied because of the season of the year, including holiday periods and educational semesters.
- B. The Registered Nurse with the greatest seniority based on continuous service date will be given the opportunity to have one first available choice of vacation schedule, with the other Registered Nurses being given their choice of available vacation schedules in descending order of seniority.

- C. Having once made such a choice, no Registered Nurse may change his/her vacation schedule if such change will conflict with the choice of any other Registered Nurses in the vacation scheduling unit or unless the affected Registered Nurse and Management agree to such a change.
- D. For the purpose of this Article, Registered Nurses assigned to a vacation scheduling unit after the annual vacation schedule has been prepared waive any seniority rights they have until the next annual vacation schedule is prepared.
- E. In the case of a tie involving two or more Registered Nurses, the opportunity to choose a vacation schedule will be given to the Registered Nurse in the descending order of (1) their continuous service date, (2) seniority in the work facility or (3) seniority in the vacation scheduling unit.

Section 6. Established Employee Benefits

Subject to the Provisions of Law Article, the following is a general summary of the vacation pay advance provision as agreed to in negotiations:

- (a) Subject to special conditions and advance arrangements, employees are eligible to receive a pay advance for scheduled paid vacation on the last regular payday prior to taking the time off.

- (b) The request must be made in accordance with departmental procedures at least two weeks and not more than four weeks in advance of the vacation.

- (c) An employee can receive no more than two such advances in the same calendar year.

ARTICLE 47 HOLIDAYSSection 1.

Whenever a holiday (as defined in the County Code as heretofore applied) occurs on an employee's regularly scheduled day off, the employee is entitled to an additional day off with pay.

Section 2.

Whenever an employee works on an overtime basis on a day which is both a holiday and a regularly scheduled day off, the employee is entitled to an additional day off and compensation at time-and-one-half providing he/she otherwise qualifies for such payment.

For example, an employee

1. Whose regular workweek is Wednesday through Sunday, and
2. Who works on Monday which is a holiday, and
3. Who is out on deferred holiday or compensatory time from Wednesday through Sunday shall receive an additional day off at a later date and compensation at premium overtime rates for the holiday shift worked on Monday.

Section 3.

Each permanent, full-time employee is guaranteed at least one of the following days off:

Thanksgiving Day, or Christmas Day, or New Year's Day. In lieu of this, an employee working evening or night shift may elect Thanksgiving Eve, Christmas Eve, or New Year's Eve as his or her guaranteed holiday off.

ARTICLE 48 WORKLOAD

Section 1.

Management and the Departments of Health Services including Ambulatory Care, Juvenile Court Health Services and Managed Care, Public Health, Mental Health, Children and Family Services and the Sheriff's Department agree that there should be adequate staff to provide patient care that is safe and competent. Management further agrees that Registered Nurses are able to perform more effectively with support of ancillary staff.

Section 2.

The Los Angeles County Board of Supervisors, the Department of Health Services and all other departments where Registered Nurses work, and SEIU, Local 721 recognize that the State of California Nursing Practice Act and the California Code of Regulations apply in all settings where Registered Nurses practice.

Section 3.

Staffing shall be maintained in accordance with the State Department of Public Health Services licensing and regulatory requirements (see Appendix IV).

Section 4.

Department of Health Services', Ambulatory Care, and the Departments of Public Health, Mental Health, DCFS and Sheriff workloads shall provide care that is safe and competent. Issues regarding workloads and assignments shall be discussed in accordance to the provisions outlined in Article 53, Registered Nurses Committee.

Section 5.

Facilities covered by Title 22 shall maintain a patient classification system as established in accordance with Section 70053.2 Patient Classification System and Section 70217 Nursing Service Staff and other applicable regulatory requirements. Registered Nurses who provide direct care are responsible for the assessment and classification of patients.

Registered Nurses who provide direct patient care shall participate in the annual review of the patient classification system including the reliability of the patient classification systems, the system's required revisions, and the overall staffing plan. At least half of the members of the review committee shall be Registered Nurses who provide direct patient care, per Title 22, Section 70217, subsection 14(2)(e) and (f). In addition to those direct care nurses appointed by Nursing Administration, the labor members of each facility's Registered Nurse Committee shall appoint 2 members to participate on this committee.

Participation in the review shall be on County time.

Section 6.

Within all departments, information and/or discussions regarding staffing and workload shall be made available to the facility Registered Nurse Committee and/or the County-Wide Registered Nurse Committee upon request.

Section 7.

Within any department within the County of Los Angeles where RNs work, alternative scheduling practices, e.g., self-scheduling, using established standards, may be considered for use when requested or deemed appropriate.

Section 8.

Within the Department of Health Services, the "Dispute Resolution Process" will be followed (See Appendix I) If it becomes necessary to use an alternative arbitrator other than the arbitrator provided in the Dispute Resolution Process, the established process as outlined in Article 14, Expedited Arbitration Sections 5 and 5.A will be utilized.

Section 9

Within Departments of Health Services, Public Health, Mental Health, DCFS, DPSS, Fire and Sheriff's, a complaint over excessive workload by either the employee or the Union shall be investigated immediately by Management. A good faith effort shall be made to comply with the work assignment. If the complaint is found to be valid, Management shall take steps to correct. If the complaint over excessive workload is substantiated and not corrected, a grievance may be initiated by the employee or the Union by filing at the second step of the grievance procedure.

Section 10.

Each Department shall have a mechanism to supplement County Registered Nurse staff, which may include, but not limited to, voluntary overtime, relief staff, local registry.

Section 11.

Each Department shall have written policies and procedures which establish mechanisms for rapid deployment of personnel when any labor intensive event occurs which prevents nursing staff from providing attention to all assigned patients, such as multiple admissions, transports or discharges, or an emergency health crisis. If applicable, said plan shall be in accordance to Title 22 provisions. A facility's Rapid Deployment Plan will be made available to any RN Committee upon request.

- A. The direct care Registered Nurse, as a professional and knowledgeable patient care advocate, is responsible to identify when a patient assignment is or has become unsafe, for example, a change in patient acuity.
- B. Once the RN has identified that his or her patient assignment is or has become unsafe, that direct care Registered Nurse shall notify the RN in charge who shall take appropriate action.

Section 12.

- A. DHS Management agrees to seek Board of Supervisors' approval for complete delegated hiring authority within applicable civil service rules including the elimination of hiring restrictions. DHS will make every effort to fill all allocated and budgeted items of Registered Nurses within CEO guidelines.

- B. This article is intended to provide a general structure and process within which the Union and DHS Management can jointly develop creative solutions to the challenge of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude management's right to exercise control and discretion over its organization and operations during the term of this agreement.

- C. DHS agrees to meet with the existing Local SEIU 721/DHS RN Task Force to discuss the DHS recommendations for staffing standardization which shall include assignment responsibilities.

ARTICLE 49 FLOATING

Section 1. Floating of Registered Nurses

- A. Floating of Registered Nurses is a method used to meet/augment staffing required to meet patient care needs.
- B. Registered Nurses are responsible for providing safe competent nursing care. This includes having the necessary knowledge, judgment, skills, and ability to provide the required care.
1. The duties and responsibilities of Registered Nurses who may be (temporarily) floated from their assigned units shall include those duties and responsibilities for which competencies have been validated.
 2. The Registered Nurse who has demonstrated competency shall be responsible for nursing care as described in Subsections 70215(A) and 70217(H)(3) of Title 22 and shall be assigned as a resource nurse for Registered Nurses who have not completed competency validation for that unit.
- C. It is Management's intent to limit floating outside of a Registered Nurse's own clinical service, module and/or unit.

- D. When it is necessary to float a Registered Nurse from his/her regularly assigned unit/service/area, the nurse who has been floated may only perform within his/her scope of practice, and his/her assignment shall reflect this.

- E. Resource nurses shall be designated on units/services to orient float or temporary personnel. Any Registered Nurse acting in the capacity of a resource nurse shall be expected to assume an assignment which accommodates her accepted/assigned role.

Section 2. Competency

Management and the Union agree that it is in the interest of patient care that all staff floated to a nursing area are properly trained, oriented and familiar with the policies and procedures in that area.

- A. Orientation and competency validation shall be documented in the employee's file and shall be retained for the duration of the individual's employment.

- B. Registered Nurse competencies shall be available to facilitate making floating assignments.

- C. Each area shall have a written unit/service specific orientation plan available as a reference for staff who have been floated.

- D. Facilities which use temporary, registry or traveling nursing personnel shall have and adhere to a written procedure to orient and evaluate such personnel. Traveling nurses shall not be exempt from floating.

Section 3. Floating Procedure

A. Various Factors and Limitations

1. Management shall maintain a record of all incidents of floating. The record shall be made available to the Registered Nurses' Committee upon request.
2. Registered Nurses floating into any specialty area shall possess the required competency, skills and knowledge to perform their assigned duties.
3. Newly hired Registered Nurses, during the initial orientation period, shall not be floated to other units/areas that are not relevant to their orientation plan.
4. Charge Nurse duties will be assigned to a Registered Nurse who floats to another unit/area only after he/she has been appropriately oriented, and has demonstrated an acceptable level of competency.

5. Management will make every reasonable effort to limit floating to only one time per shift, including twelve (12) hour shifts.
6. Management will make every reasonable effort to minimize the incidents of floating more than 30 minutes after the start of the shift.

B. Order of Floating

This section is subject to Section 3.A above

Registered Nurses will be floated in the following order:

1. Volunteers
2. Registry or per diems
3. Travelers
4. Relief Nurses
5. Permanent Nurses working overtime
6. Permanent Nurses by Rotation (log)

Section 4. Ambulatory Care

Registered Nurses, including Advanced Practice Nurses, floating to/from in-patient or ambulatory care areas shall be required to meet the competency standards applicable under governing regulatory and accrediting standards (Joint Commission, State DHS and other licensing agencies).

Section 5. Sheriff's Department

Sheriff's Department Management agrees to meet and consult with the Registered Nurses' Committee on issues related to the development of floating policies appropriate to the respective area(s).

ARTICLE 50 PERSONNEL POLICIES AND PRACTICES

Section 1. Registered Nurse Scope of Practice

- A. It is the intent of Management to utilize the professional skills and knowledge of Registered Nurses in a manner that maximizes the use of their scope of practice, professional skills and knowledge.

- B Management shall make every effort to provide appropriate support services to meet patient care needs, including but not limited to clerks, nursing attendants and internal transport services (e.g., patients, specimens, equipment, supplies, etc.).

- C. Management shall make every effort to provide an adequate number of computers in each work location.

Section 2. Processing of Personnel Requisitions

Within the Department of Health Services, the processing of personnel requisitions for filling of Registered Nurse positions will be done expeditiously, with a goal of three weeks from the time the requisition is submitted to the time the position is available for hire.

Section 3. Payroll Issues

- A. On a monthly basis, each employee's pay warrant shall reflect information regarding the status of benefit and accrued hour balances.

- B. A Registered Nurse may request from the facility/departmental payroll/personnel section information related to his/her Continuous Service Date (CSD) (i.e., county seniority), classification anniversary date, salary range level and/or current salary step.
- C. Management shall arrange to have at least one hour overlap for the convenience of the night shift employees in departmental payroll offices on paydays to expedite the resolution of problems with employees' paychecks. (Reference Employee Paycheck Errors Article 31).

Section 4. Personal Leave.

In addition to other authorized uses, with the prior approval of the Department Head, an employee may use accrued sick leave at full pay for: Effective January 1, 2007, any personal reason that does not interfere with the public-service mission of the department or the County to a maximum of 96 working hours in any one calendar year, or in the case of employees employed on a 56-hour workweek, to a maximum of 144 working hours in any one calendar year (Reference County Code Section 6.20.030).

Section 5. Break and Storage Areas

Management shall make every effort to provide adequate rest/break areas and adequate furniture and storage space for Registered Nurses when it is possible to do so without interfering with patient care. Management shall include, in plans for future building,

adequate break areas and storage space for Registered Nurses. Plans shall be presented to the local Registered Nurses' Committee.

Section 6. Advanced Practice Nurses.

County to provide for Nurse Practitioners, Nurse-Midwives, Clinical Nurse Specialists and Nurse Anesthetists sufficient time per workweek for educational purposes and sufficient time per week for purposes of performing non-clinical duties, including but not limited to review of patient laboratory values and medical literature, professional lectures, and grand rounds. Matters concerning administration of this provision will be discussed at the RN Task Force within 60 days of contract ratification. Additionally, the task force will discuss manpower shortage options.

Section 7. Physical Examinations

Management shall arrange for employees in this Unit assigned to the night and evening shifts to take required physical examinations via Occupational Health Services during their normal working hours. Employees who prefer to have their required annual physical examination performed by their private physician shall do so on their own time.

Section 8. Negotiations

- A. The parties mutually agree that during negotiations any designated employee representative who works the evening or night shift may be released from work to attend negotiations. The parties further agree that off-shift bargaining team members will be released on the day of negotiations, and that there will be no shift

changes for attendance at bargaining sessions with the understanding that the occasional change of work hours that negotiations necessitates does not constitute a shift or schedule change.

- B. A full day of bargaining is one in which the parties bargain or conduct a mutually agreed caucus for more than four (4) hours.
- C. The Union shall be responsible to develop a labor committee, with membership not to exceed twenty-four (24) employee delegates, exclusive of the labor committee's spokesperson and chairperson. The employee delegates shall represent a cross-section of various specialties and facilities.
- D. During the most intense period of Labor-Management negotiations, Management will, with sufficient prior notice, make every reasonable effort to schedule off bargaining representatives; however, the Chief Executive Office Employee Relations representative reserves the right to determine when the needs of the service supersedes schedule change for bargaining purposes.
- E. It is the intent of this section to facilitate the expedient initiation of contract renegotiation. However, nothing in this Section shall preclude focused discussion on relevant issues that may exist at that time.

Section 9. License Renewal

A. Management will ensure that all Registered Nurses who are working have a current and active State of California license to practice as a Registered Nurse. It is the responsibility of the Registered Nurse to renew his/her license in accordance with the State of California, Department of Consumer Affairs, Nursing Practice Act.

B. The procedure for verification of license renewal shall be as follows:

1. The employee shall present to Management a renewed license prior to the expiration date.

2. If the employee has not received a renewed license prior to the expiration date, the employee must provide proof of the renewal from the California Board of Registered Nursing (BRN).

The BRN website, www.rn.ca.gov – On-Line.

Primary License Verification or an on-line renewal receipt may serve as proof of renewal.

3. The employee who presents proof of renewal may continue to work with the provision that he/she must present an actual renewed license within 30 days following the license expiration.

4. The employee will not be permitted to work without a current and active California Registered Nurse license.

Section 10. Registered Nurses Assigned to Critical Care Units

A Registered Nurse who holds permanent employment status and has been assigned on a full-time, continuous basis in the provision of direct patient care in an intensive/critical care unit, for three (3) years or more, and who has received annual Performance Evaluations with ratings of competent or better during the period of assignment in the intensive/critical care unit, and who has met the Los Angeles County-sponsored critical care program prerequisites, and is not already certified in critical care shall receive the following considerations:

- A. Priority enrollment in the Los Angeles County Critical Care Training Program, to be attended on County time.
- B. Upon enrollment in the Los Angeles County Critical Care Training Program, the employee's work schedule shall be adjusted to accommodate his/her attendance at the program.
- C. Upon successful completion of either the Los Angeles County, or other recognized critical care training program, or achievement of national certification in critical care,

the employee shall be eligible to submit his/her application for candidacy for appointment to a higher-level RN position in a critical care area through the established Civil Service procedures.

- D. Upon notice of candidacy for appointment to a higher level registered nurse position in a critical care area, the employee shall be given priority consideration for his/her appointment to vacant positions approved to be filled at his/her home facility, based upon his/her eligibility status as determined by the established Civil Service process.
- E. The Civil Service Rule(s) governing certification and appointment will be adhered to.

Section 11. Military Leave

Any Registered Nurse shall be eligible for military leave as provided under Section 6.20.080.C of the County Code.

Section 12.

A non-county Registered Nurse shall only be utilized as a supervisor or charge nurse in the event that a permanent county employee is not available.

ARTICLE 51 NURSING EDUCATION

Section 1. Purpose

Management recognizes the importance of education and training programs. Such programs provide nurses with the opportunity to increase their knowledge of nursing science and standards and their application to nursing practice. In addition to the maintenance of licensure, education and training serve as recruitment and retention tools. Management will make every effort to standardize the training of RNs countywide.

Section 2. Orientation

- A. There is a plan for orienting newly employed Registered Nurses to the objectives, purposes and structure of the department, the facility, programs, policies and procedures. Each unit, ward, service or specialty shall have an orientation plan.

- B. Preceptors shall be made available to orient new employees.

Section 3. Continuing Education

Management shall allow the full-time permanent Registered Nurse a maximum of 40 hours of County time during the term of this agreement for the purpose of meeting mandatory continuing education and/or certification requirements. All 40 hours may be used by the RN in the contract period at the RN's discretion.

Management shall allow permanent part-time Registered Nurses, who work at least 20 hours per week on a continuing basis, up to a maximum of 20 hours of County time not to exceed 20 hours in two years from the effective date of this agreement for the above-

mentioned purpose. Programs approved by the Board of Registered Nurses (BRN), including home study, for continuing education units towards re-licensure study, for continuing education units towards re-licensure/recertification shall count towards meeting the County obligation of 40 hours (20 hours in the case of permanent part-time employees).

- A. Management shall maintain a BRN provider number for continuing education.
- B. Where the position requires mandated education/certification beyond 40 hours (20 hours in the case of permanent part-time employees), additional mandated education hours shall be granted on county time.
- C. If Management requires a Registered Nurse to take a specific class, including competency skills validation, it shall be taken on County time and, where feasible, on the shift the nurse regularly works. Management shall make appropriate arrangements for patient care while a Registered Nurse is attending class or participating in training.
- D. The Employee shall make a request to attend the continuing education program in writing according to the unit/facility procedure for requesting time off for educational purposes.
- E. 1. Management shall respond to the request in writing within ten (10) working days or fourteen (14) calendar days.

2. If an employee submits a request 45 days in advance of the class, time off will be granted. Due to safety concerns that must prevail in the Sheriff's Department, such time off requests will be granted contingent upon the number of pre-scheduled absences, such as vacations, CEUs, and leaves that have been already granted during a scheduling cycle.

In the event that two or more RNs within the same unit and/or service are requesting the same time off, priority will be given to the first request received. In the event two or more requests are received at the same time, seniority in the grade will be the determining factor. When feasible, Registered Nurses shall be granted their requested time off.

3. Management shall not deny an employee the use of "T" or "CE" time based on the course content if the class is approved by the California BRN.
- F. Use of County-approved continuing education time shall be subject to the Registered Nurse providing acceptable validation, within forty-five (45) days, of completion of the approved continuing education event/home study/program.
- G. During the initial RN probationary period, RNs will be allowed to take only those CEU classes that are relevant to their assigned work area.

Section 4. In-Service Education

Departments shall establish written plans for regular in-service education for Registered Nurses. Plans are designed to prepare Registered Nurses for new assignments, new technology, and changes in programs, policies and procedures. In service educational plans will be provided to the RN Committee upon request.

- A. In-service programs where applicable, shall include but not be limited to, accreditation and licensing requirements, and all other relevant regulations and laws, clinical topics and information systems.
- B. Every reasonable effort will be made to provide in-service education for Registered Nurses on their assigned shifts. In-service education shall be on county time and nurses shall be relieved of direct patient care duties throughout the in-service session. Management shall make appropriate arrangements for patient care while a Registered Nurse is attending class or participating in training.
- C. RN competency will be validated before they are expected to independently perform new skills.
- D. RNs will be allowed reasonable time to read written educational materials and ask questions before signing off on training.

Section 5. Training Programs

- A. Management shall offer specialized training programs for the purpose of providing

staff development, promoting retention, and preparing Registered Nurses to meet

the evolving needs of the County patients. Every reasonable effort shall be made to release Registered Nurses to attend such classes or programs on County time.

- B. Training programs offered by the facility/service shall be posted.
- C. Applications for programs shall be open to Registered Nurses who have successfully completed an initial probationary period and are rated competent or above on the current performance evaluation.
- D. Priority consideration for acceptance into specialized training programs shall be given to those Registered Nurses currently working in the area of specialty, with secondary consideration given to those applicants who have been accepted for transfer into the area of specialty. In all cases, the Registered Nurse shall work in the area of specialty for a period of at least twenty-four (24) months following the successful completion of the training program.
- E. The Registered Nurses' Committee at each facility/department, in collaboration with their respective in-service/education departments, will develop scope and content of training programs that are relevant to or meet the specific needs of the facility/departments. The criteria for such programs will comply with standards for education as determined by community standards, governing accrediting and/or regulatory agencies, and organizational policies/procedures.

Section 6. Tuition Reimbursement

- A. Where funding is available, the County shall maintain a tuition reimbursement program for Registered Nurses to advance their education related to effective performance of the work of its departments (County Ordinance, Title 5, Chapter 5.52).
- B. For Registered Nurses enrolled in educational programs, Management and the employee shall mutually agree to accommodations that meet both the employee's program needs and the needs of the service.

Section 7. Adjustment of Workweek for CE Programs

If the needs of service are not negatively impacted, Management shall make every effort to adjust employee's workweek to include attendance at approved continuing education programs when such training falls on a Saturday and/or Sunday, regular day off or at a time that is outside of regular work hours. Such change shall not constitute an incurrence of overtime, night/evening differential, nor meet the definition of a weekend differential.

Section 8. Training Programs for RNs Assigned to an Emergency Room, Operating Room or Critical Care Unit

For a permanent Registered Nurse who has passed his/her initial probationary period and is assigned on a full-time basis to an ER or Critical Care Unit, Management shall make every effort to:

- A. Enroll the RN into the applicable Los Angeles Training Program or an equivalent program which will be attended on county time contingent upon the RN's successful completion of established prerequisites and available training slots.

- B. Adjust the RN's work schedule to accommodate his/her participation in the applicable Los Angeles County Training Program, or equivalent program.

Section 9. Training of Registered Nurse Preceptors

Management will make every effort to provide a RN preceptor training program.

Preceptors shall conduct weekly meetings with the preceptee to review his/her progress.

A non-county Registered Nurse shall only be utilized as a preceptor in the event that a permanent county employee is not available.

Section 10.

DHS Registered Nurses shall be provided with an appropriate amount of county time to prepare for competency skills validation testing.

ARTICLE 52 POSTING OF VACANCIES

Section 1.

Management will make every reasonable effort to post vacancies for 14 calendar days before appointing applicants to vacant positions.

Such vacancy notices shall contain the job title/item, shift and unit where the job will be based and any other pertinent information.

Section 2.

Management shall post career opportunities, promotional opportunities and vacancy notices on bulletin boards designated expressly for this purpose in areas easily accessible to Registered Nurses.

Section 3.

Management shall also post current promotional and career opportunities on the following departmental web sites:

Department of Health Services	http://www.ladhs.org/wps
Department of Public Health	http://www.dph.org
Department of Mental Health	http://www.dmh.org
Department of Children and Family Services	http://www.lacdcfs.org
Los Angeles Sheriff's Department, and	http://www.lasd.org
The Department of Human Resources web site:	http://dhr.lacounty.info

Section 4.

If an approved vacancy occurs in any area where Registered Nurses are working, Management of said area shall advise the employees who work in the area, through use of the communication book or other means, of the pending vacancy in order to give the area employees an opportunity to apply for the item through the usual civil service channels.

Section 5.

An employee desiring to know of current promotional opportunities, job openings or recruitment openings under the County Civil Service Rules may call the following telephone numbers:

TELEPHONE NUMBERS FOR INFORMATION ON REGISTERED NURSE VACANCIES

- | | |
|--|----------------|
| 1. Harbor-UCLA Medical Center - Nurse Recruitment | (310) 222-2512 |
| 2. High Desert Multi-Ambulatory Care Center-
Nurse Recruitment | (661) 945-8487 |
| 3. MLK Multi-Ambulatory Care Center –
Nurse Recruitment | (310) 668-3626 |
| 4. LAC-USC Health Care Network
General Hospital
Psychiatric Services | (323) 409-4664 |
| 5. Mental Health – Human Resources | (213) 738-4655 |
| 6. Valley Care Olive View - UCLA Medical Center | (818) 364-3317 |
| 7. Public Health - Nurse Recruitment | (213) 240-7725 |

- 8. Rancho Los Amigos National Rehabilitation Center
-- Nurse Recruitment (562) 401-7912
- 9. Sheriff's Department - Nurse Recruitment (213) 893-5445
- 10. Department of Children and Family Services (213) 738-3689

Nothing in this Article obligates the County to continue the above mentioned telephone service.

ARTICLE 53 REGISTERED NURSES' COMMITTEESection 1. Definition

County Management supports the establishment of Registered Nurses' Committees in the Departments of Health Services, Public Health, Mental Health, Sheriff, and Children and Family Services.

- A. Registered Nurses' Committees shall meet monthly on a date and at a time agreed to by Management and the Union.

- B. If a meeting must be canceled or postponed by either party, every effort will be made to reschedule the meeting at a date/time mutually agreed by the parties.

- C. Meetings of the Registered Nurses' Committees will be held during working hours without loss of compensation. Every reasonable effort will be made to enable committee members assigned to the evening/night shift(s) to attend committee meetings without loss of compensation.

Section 2. Purpose

The purpose of the Registered Nurses' Committee is to provide a forum for Registered Nurses and Nursing Management to meet, and to exchange information on professional practice. Areas of discussion may include, but not be limited to:

- a. Staffing, floating and workload

- b. Regulatory requirements

- c. Recommendations for educational programs pertinent to the nursing profession.
- d. Standards of professional nursing care practice and conduct
- e. Tuition and training reimbursement
- f. Recruitment and retention
- g. Health and safety
- h. Quality improvement issues
- i. RN scope of practice issues

Section 3. Information

The Registered Nurses' Committees may provide information to, request information from, and/or make recommendations to the Infection Control Committee, or other relevant committees. When procedures are developed or changed by the Infection Control Committee, or other relevant committees, this information will be expeditiously provided to the Registered Nurses' Committees.

Section 4. Committee Membership

The Registered Nurses' Committees structure and membership shall be jointly determined by Management and the Union.

- A. The Union shall designate a minimum of three employee representatives and one union staff representative, and Management shall designate a minimum of three representatives, one of whom shall be a member of the Senior Nursing Management staff.

- B. Additional Union staff representatives and other representatives of Management may attend such meetings as agreed upon by the Union and Management. Each party shall provide advanced notification of the names of the additional representatives attending the meeting.

Section 5. Meetings

- A. Committee members will be given two hours to pre-meet per scheduled meeting during working hours without loss of compensation to prepare agenda items.
- B. Members of the Registered Nurses' Committee and management representatives shall each establish items for a meeting agenda in advance of each scheduled meeting.
- C. The Registered Nurses' Committee shall include members of both bargaining units 311 and 312, except upon the union or management's request to meet separately.
- D. Minutes of each meeting will be taken by a recorder mutually decided upon by management and the union.
 - 1. The minutes from the Registered Nurses' Committee meetings will reflect issues raised and actions proposed or taken on the issues.
 - 2. A representative from management and the union will sign the minutes. Copies will be provided to each committee member.

ARTICLE 54 COUNTY-WIDE REGISTERED NURSE COMMITTEE

This Article establishes a County-wide committee of Registered Nurses,

- A. The participants shall be representatives from County departments and/or Department of Health Service facilities where Registered Nurses are employed and shall include Senior Management staff, a Union staff person and the Chairs of the Registered Nurses' Committees or their alternates. The Union will select the staff person who will attend said meetings.

The county departments and/or Department of Health Service facilities participating in the County-Wide committee shall include, but not limited to:

1. LAC/USC
 2. Harbor UCLA
 3. Rancho Los Amigos
 4. MLK MACC
 5. Olive View
 6. Department of Mental Health
 7. Department of Public Health
 8. Sheriff's Department
 9. Department of Children's and Family Services
- B. The Committee may consult on all topics of discussion under Article 53, the Registered Nurses' Committee. In addition, the Committee may consult pursuant to Employee Relations Ordinance Section 5.04.090(A).

- C. The meetings shall be every other month and shall commence within 60 days of the ratification of the contract.

- D. Meetings shall be on County time and Management shall make every reasonable effort to adjust staffing to allow for meeting attendance.

ARTICLE 55TRANSFERSSection 1. Definition

For purposes of this article, transfer is defined as a permanent change of assignment. Permanent change of assignment may be the result of employee request, needs of the service, promotions, demotions, and administrative reassignments.

Section 2. Employee Request for Transfer

- A. Management agrees to consider Registered Nurses' requests for transfer at the time vacancies are to be filled. Registered Nurses wishing to transfer will forward to Management a written request indicating their desire for a transfer, the reason for the request, and a resume of their training and experience.
- B. These written requests will be maintained in an active file within the appropriate office to which it was sent for a period not to exceed twelve (12) months. Registered Nurses desiring to keep their individual request active beyond the above time limit must submit a new written request.
- C. Before seeking candidates from promotional lists or new hires Management agrees to give serious consideration to each transfer request for equal level positions to employees who have the requisite skills/competencies. However, this Article in no way is intended to limit Management's authority to make appointments.

Section 3. Interdepartmental Lateral Transfers

- A. An interdepartmental transfer refers to transfer from one County Department to another County Department (e.g., from DHS to DMH, DHS to Sheriff, DHS to DCFS).

- B. An employee who has been offered and accepted a lateral interdepartmental appointment (transfer) onto an authorized item, without any change in their classification title or employment status, shall be released within thirty days from the date of the request unless otherwise agreed to by the Department Heads, as provided by governing Civil Service Rule 15.02 B.

Section 4. Intradepartmental Lateral Transfer

- A. An intradepartmental transfer refers to transfer within a County Department (e.g., from one facility to another facility or from one unit/service to another unit/service).

- B. Management will make every effort to release an employee who has been offered and accepted a lateral inter-facility or intra-facility appointment (transfer) onto an authorized item, without any change in their classification title or employment status, within thirty days from the date of the request unless otherwise agreed to by the respective facility managers.

- C. When, by virtue of hardship, Management is unable to grant a timely release for the lateral transfer of the employee within the same County Department, there shall be

an attempt to negotiate a mutually agreed upon release date by/between the releasing/receiving managers and the affected employee.

- D. Public safety and patient care are priority considerations; therefore, in the event of an officially declared hiring freeze, it is recognized that a hardship condition exists that may inhibit an expedited release. Nothing in this Section will supersede an officially declared hiring freeze.
- E. This Section shall exclude the Sheriff's Department.

Section 5. Intra-facility Reassignment within DHS

- A. Intra-facility reassignment within DHS refers to management initiated change of assignment within a DHS facility to meet the needs of the service.
- B. Management may consider the following when initiating reassignment(s):
- Employee skills and competencies
 - Volunteerism
 - Inverse seniority by classification, by unit, by shift.

ARTICLE 56LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

ARTICLE 57 SPECIAL PAY PRACTICES

The parties agree jointly to recommend to County's Board of Supervisors, for adoption and implementation by amendment to the County Code, that:

Section 1. Call Back

- A. Whenever a Registered Nurse is unexpectedly ordered by his/her Department Head or designated management representative to return to work following the termination of his/her normal work shift and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 58, Overtime.
- B. In accordance with County Code Section 6.10.130 (C), unless specifically authorized by the Board of Supervisors, a Registered Nurse who performs multiple call-backs shall not receive compensation for more than one such call if:
1. The second call-back on any call-back subsequent to the second call-back occurs within four (4) hours of the initial call-back.
 2. The affected employee has actually worked less than total of four (4) hours as a result of such multiple call-backs.

3. In accordance with Section J of the Pay and Benefit Interpretive Manual, payment for call-back may be made when all of the following conditions are met:
 - a. The order to return to work is given to the employee after the end of their work shift and after they have left their work location;
 - b. The employee's return to work is within 24 hours of when the order to return is given;
 - c. The return to work is not less than two hours before the beginning of the employee's next regular shift.
- C. A Registered Nurse who has been called back and has worked at least 4 hours may request a schedule change in order to maintain regular number of work hours.

Section 2. Early Shift Start

If a Registered Nurse's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 3. Evening and Night Shift Differential

Effective December 1, 2004 the parties agree that a \$2.71 per hour bonus shall be paid to any employee in this bargaining unit (excluding Relief Nurse) for each hour the employee works on an established evening shift; and a \$3.62 per hour bonus for each hour worked on an established night shift.

Section 4. Weekend Differential

Registered Nurses, excluding Relief Nurses, who work on a weekend (i.e., 7 p.m. on Friday through 7 a.m. on Monday) shall receive an additional \$2.25 per hour bonus for each hour worked on a weekend. Weekend hours for the purpose of this agreement are not governed by Article 45 of this MOU.

Section 5. Stand-by Pay

A permanent, full-time Registered Nurse assigned regularly scheduled periods of stand-by service at off-duty times pursuant to the County Code, shall receive three dollars and twenty-five cents (\$3.25) per hour bonus, but not to exceed a maximum of \$900 per month total.

This Section will apply to all County departments where Registered Nurses are employed.

Section 6. Probation Camp Bonus

Any person employed on a permanent, full-time position of Registered Nurse I (5133), Registered Nurse II (5134) or Registered Nurse III (5135) who is permanently assigned to a probation camp shall receive in addition to other compensation provided in this Article, \$50.00 per pay period.

Section 7. Compensation for Two Consecutive Shifts

Whenever any person employed as a Registered Nurse is assigned to work two regularly established eight-hour consecutive shifts, the employee shall receive compensation equivalent to sixteen hours of pay at the employee's hourly rate of pay.

Section 8. Emergency Room MICN Bonus

Any person employed on a permanent, full-time basis as Registered Nurse I (5133), Registered Nurse II (5134) or Registered Nurse III (5135), Clinical Instructor (5208), or Nurse Practitioner (5121) who is permanently assigned to work in a recognized Emergency Room shall receive \$75.00 per pay period if said person has been certified as a Mobile Intensive Care Nurse (MICN).

Section 9. Instructors in Emergency Medical Services Division of Department of Health Services or Fire Department Special Operations Bureau

Any person employed in a full-time, permanent position of Nursing Instructor (Item No. 5214) or Senior Nursing Instructor (Item No. 5216) and assigned to the Department of Health Services Emergency Medical Systems Division or the Fire Department Special Operations Bureau shall receive, in addition to other compensation provided in this Article, \$75.00 per pay period if said person is certified as a Mobile Intensive Care Nurse. Compensation pursuant to this section does not constitute a base rate.

This subsection shall be effective April 1, 1999, for persons employed by the Fire Department Special Operations Bureau.

Section 10. Relief Charge Nurse

Any Registered Nurse or Registered Nurse identified as a Team Leader covered by this agreement who is assigned as acting or relief charge nurse in the absence of the supervisory charge nurse in legally mandated charge nurse positions (including emergency room nurses and operating room nurses shall receive \$2.50 per hour per shift as additional compensation.

Section 11 Advanced Educational Degree Bonus

Persons who are employed in a permanent, full-time position covered by this Memorandum of Understanding and who have a Bachelor's degree in Nursing or a closely related health field will receive a 2% bonus in addition to other compensation provided in this Article. This bonus becomes effective April 1, 2007.

Said bonus will be provided only if the minimum requirements of the employee's classification do not require the degree.

This Section will apply to all County departments where Registered Nurses are employed.

Compensation pursuant to this Section does not constitute a base rate.

Section 12 Sheriff Department Nurses

Any person in this bargaining unit who is employed by the L.A. County Sheriff's department on a permanent, full-time position or is employed by the Department of Mental Health and

is working within a Sheriff's Custody facility and holds a RN I, Sheriff, RN II, Sheriff, RN III, Sheriff or Supervising Staff Nurse (I or II), Sheriff will be provided a 5.5% bonus.

If the employee leaves the L.A. County Sheriff's Department or the Department of Mental Health, the bonus shall be discontinued effective on the employee's separation date from the department.

ARTICLE 58 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday or use of compensatory time will be counted in calculating hours worked for overtime purposes.
- B. The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
- C. The parties agree that there shall be no mandatory overtime after completion of any scheduled shift for employees covered by this MOU, except in the case of an emergency, health care crisis, a condition of local or widespread public disaster, an unpredictable, unscheduled occurrence that threatens the public safety and that requires the rapid deployment of personnel.

Section 2 Usage of Non-FLSA Compensatory Time

- A. An employee shall not be directed by Management to take CTO without at least ten (10) business days prior notice, nor be denied a timely request to take such time off. Request for time off will be approved based on the need of the service as determined by Management.
- B. CTO not used during the calendar year in which it is earned shall be carried over one (1) additional calendar year during which it must be taken. CTO not used within the above period shall be paid to employee at the straight time rate rather than lost.

Section 3. Accrual and Usage of FLSA Compensatory Time Off (CTO)

- A. At the discretion of Management, an employee may be offered CTO in lieu of pay at a rate of one and one-half (1 ½) hours off for each hour of overtime worked not to exceed 81 hours of overtime accrual on record at any one time.

An employee shall be permitted to use such time off within a reasonable period after making the request, provided such use does not unduly disrupt departmental operations.

At Management's discretion, by mutual agreement between Management and the employee, an employee may be paid for a portion or all of his/her CTO at any time. The employee may opt to take off an equivalent number of hours in the same week

or at some other mutually agreed time; the employee may opt to be paid for overtime or may accumulate compensatory time off at the overtime rate.

Section 4. Special Deferred Compensatory Time Off

On or after October 1, 1995, at the employee's option, Compensatory Time Off (CTO) accrued during the period from October 1, 1993 through and including June 30, 1994, and remaining on the books may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request, and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

Section 5. Savings Clause

If during the term of this agreement the Fair Labor Standards Act is determined not to be applicable to public employees or public agencies through law, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied to employees covered by this agreement and any contrary language shall be deleted subsequent to the effective date of such law, regulation, or court decision.

Section 6. Distribution of Overtime

Management shall assign overtime as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

Section 7 Staffing by Overtime

- A. The parties recognize that it is not in the interest of quality patient care to regularly rely on the use of overtime to staff nursing units.

- B. To the extent that the need for supplemental staffing is required because of pre-planned absences such as scheduled leaves, holidays and vacations, Management shall make every effort to pre-schedule additional staffing resources to appropriately plan for patient care needs.

- C. Overtime logs will be made available to any member of the Registered Nurses Committee on request.

Section 8. Department Head Authority

A Department Head may pay overtime to employees in lieu of compensatory time off when the Department Head* deems it essential to the effective operation of the department and its mission, subject to the approval of the Chief Executive Office.

(*Within Department of Health Services, Department Head is the Director of Health Services -"L" item.)

ARTICLE 59 SALARIES

Section 1.

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following general salary movement: two percent (2%) effective 12/13/13, two percent (2%) effective 10/1/14 and two percent (2%) effective 2/1/15 applicable to employees in the Unit effective on the dates indicated.

Additionally, the parties jointly recommend the Board of Supervisors adopt and implement the Registered Nurse salary range described in Appendix II. The salary ranges provided in this article are those established as a result of the redesigned Registered Nurse and Supervisory Registered Nurse salary structure and compensation plan.

Section 2. ADDITIONAL COMPENSATION

In addition to the general salary movement referenced in Section 1 above, the parties jointly agree to recommend to the Board of Supervisors that said Board adopt and implement the additional compensation: 2.75 percent effective July 1, 2007 and 2.75 percent effective July 1, 2008, applicable to the Registered Nurse classifications listed below:

Item Number	Title
5170	Graduate Nurse Anesthetist
5332	Interim Permittee, Nursing
5169	Nurse Anesthetist Trainee (1 st Yr.)
5169	Nurse Anesthetist Trainee (2 nd Yr)
5362	Operating Room Nurse Trainee
5355	Student Nurse Midwife

Section 3. Salary Structure

The County agrees to implement 20 salary ranges with 3% between each range, each with 20 steps for the Registered Nurse classifications covered by this MOU. Said salary schedule shall consist of a 2% increase between each salary step. The County shall implement the 20 step salary schedule for all members of this bargaining unit no later than April 1, 2007.

Pending implementation of the 20 step salary schedule, employees will continue to be compensated in accordance with the County of Los Angeles Salary Schedule included in Section 6.28.050 of the County Code as modified either by (I) the notes immediately following the Tables of Classes of Positions in Section 6.28.050 of the County Code or (II) the notes as defined in the 2003 Memorandum of Understanding for Bargaining Unit 311, Article 57, Salaries and Bargaining Unit 312, Article 57, Salaries, in addition to the general salary movement as specified in Section 1 above.

A. Initial Placement of Registered Nurse Salary Schedule

Registered Nurses will be placed onto the appropriate pay range to a maximum of step 13 which equals to 12 years of Registered Nurse experience. Advancement to step 13 of the salary schedule will use the following criteria:

1. If applicable, the Registered Nurse will be credited with 1 salary step for each year of verified experience gained outside of L.A. County (must be within the United States), and
2. One (1) salary step for each year of Registered Nurse experience gained in Los Angeles County. The last performance evaluation on file must have a rating of 'competent' or higher.
3. If the Registered Nurse's current salary is higher than the newly calculated step placement, the employee's salary will move to the next highest step.

B. Movement on Registered Nurse Salary Schedule for Incumbent Registered Nurses

Movement through the Registered Nurse Salary Range will occur for those who are eligible as follows:

The following step credits and general movements will be given to only those who are eligible:		
	Effective Date	To step: (max for year)
	10/1/06	4% general movement
Plan Implemented – Placement up to step 13 for uncredited previous experience from outside or inside LA County	4/1/07	13
1 step credit for previous uncredited RN experience from outside or inside LA County	7/1/07	14
	1/1/08	3% general movement
1 step credit for previous uncredited RN experience from outside or inside LA County	1/1/08	15
1 step credit on anniversary for step increase	1/1/08	16
1 step credit for previous uncredited RN experience from outside or inside LA County	7/1/08	17
	1/1/09	3% general movement
1 step credit for previous uncredited RN experience from outside or inside LA County	1/1/09	18
1 step credit on anniversary for step increase	1/1/09	19
1 step credit for previous uncredited RN experience from outside or inside LA County	7/1/09	20

C. New Hires

Placement of a newly hired Registered Nurse onto the salary schedule will be determined by the number of years of verified Registered Nurse experience within the United States. Each year of experience will equate to a step credit. When hired initially, the maximum step placement will be step 13 for 12 years of Registered Nurse experience, with the following exception: Newly hired Registered Nurses, with ten (10) years or more of experience, will be placed one step lower than an incumbent with the same amount of Registered Nurse experience.

Subsequent movement through the salary range will be the same as for all other nurses.

D. Anniversary Date

The anniversary date for salary step increases will initially change to January 1, 2007 for incumbent Registered Nurses.

The anniversary date for salary step increases for Registered Nurses hired and/or promoted after January 1, 2007, will be determined by existing Civil Service Rules.

E. Promotional Process after Salary Schedule Implementation

Future promotions within the Registered Nurse classifications will be processed in accordance to existing Civil Service Rules, with the following exceptions:

1. If the promotion is to a class that is within one salary range of the Registered Nurse's current salary the salary increase will be 3%, up to the maximum of the salary range.
2. The salary of a Registered Nurse being promoted more than one salary range will increase by 6% or to the first step of the new salary range, whichever is greater.

The parties having jointly reviewed and considered available salary and wage

information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age, or national origin.

Section 4. Step Advances

- a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- b. An employee shall not receive an annual step advance unless he has received a "competent" or better performance evaluation within the immediately preceding year, or has, as the resolution of a grievance, and for purposes of salary-step advancement only received an overall rating of "competent".

Where no performance evaluation is issued in accordance with Paragraph A. above, the employee may request his department in writing to issue a performance evaluation. The Department Head shall issue a performance evaluation within five

(5) working days of the employee's request. If said evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- c. An employee who has received an "Unsatisfactory" or "Improvement Needed" performance evaluation shall not be granted a step advancement in the position held when such rating was given until a "competent" or better rating is filed.

An employee who has been rated as "Improvement Needed" or "Unsatisfactory" and denied the scheduled step advance who successfully grieves the rating and is subsequently rated overall as "competent" shall be granted a step advance effective to his step advance anniversary date.

- d. Grievances arising out of this section shall be processed as follows:
 - (1) Where no Performance Evaluation is issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources Office. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources Office the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon the request of the Department of Human Resources Office, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- e. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impact the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluation.

Section 5

It is agreed that a Department Head (e.g., Health Services, Mental Health, or Sheriff) in the exercise of his/her discretion, may elect to implement or discontinue an internal registry.

Management, however, agrees to meet and consult with the Union if an internal registry is discontinued. Further, it is understood that a registered nurse may work an internal registry in accordance with the needs of the service.

Paycheck errors will be resolved in accordance with Article 31, Employee Paycheck Errors of the current MOU.

Section 6 Registered Nurse Classification and Compensation System

The County and the Union agree to meet and confer regarding issues related to salary grid placement determinations for RN classifications and any other issues mutually agreed upon. Said reopener shall commence 12 months from the date of Board of Supervisor approval of the MOU.

APPENDIX I
DISPUTE RESOLUTION AGREEMENT

**(insert copy of agreement
dated 4/20/05)**

APPENDIX II
SALARY GRID DETAIL

Insert:

1. Original Grid (Grid #1)
2. Implementation Grid –original grid with 2% General Movement (Grid #2)
3. Grid-effective 10/1/14 - 2% General Movement (Grid #3)
4. Grid effective 2/1/15 - 2% General Movement (Grid #4)

APPENDIX III.A
SALARY GRID ASSIGNMENTS

Class	Item No.	Grid
		Assignment
Registered Nurse I	5133	1
Registered Nurse II	5134	2
Registered Nurse III	5135	3
Registered Nurse I, Sheriff	5139	1
Registered Nurse II, Sheriff	5140	2
Registered Nurse III, Sheriff	5141	3
Clinical Instructor, RN	5208	4
Nursing Instructor	5214	7
Nurse Training Consultant	5215	9
Senior Nursing Instructor	5216	9
Nursing Instructor, School of Nursing	5210	10
Sr. Nursing Instructor, School of Nursing	5212	11
Medical Service Coordinator, CCS	5350	2
Occupational Health Nurse Specialist	5255	3
Clinical Nurse Specialist	5357	13
Nurse Midwife	5359	15
Nurse Practitioner	5121	11
Assistant Mental Health Counselor, RN	5276	3
Mental Health Counselor, RN	5278	6
Nurse Anesthetist II	5172	19
Nurse Anesthetist Instructor	5175	20
Assistant Program Specialist, PHN	5233	7

APPENDIX III.A

SALARY GRID ASSIGNMENTS (Continued)

Class	Item No.	Grid
		Assignment
Public Health Nurse	5230	4
Health Facilities Evaluator, Nursing	5707	2
Sr. Health Facilities Evaluator, Nursing	5708	3
Program Specialist, PH Nursing	5237	9
Supervising Clinic Nurse I	5329	6
Supervising Clinic Nurse II	5330	8
Supervising Medical Service Coord, CCS	5356	8
Supervising Staff Nurse I	5338	6
Supervising Staff Nurse II	5339	8
Supervising Staff Nurse I, Sheriff	5340	6
Supervising Staff Nurse II, Sheriff	5341	8
Supervising Surgery Nurse I	5365	6
Supervising Surgery Nurse II	5366	8
Supervising Health Facilities Evaluator, Nursing	5709	6
Health Facilities Consultant, Nursing	5701	10
Utilization Review Nurse Supervisor I	5125	6
Utilization Review Nurse Supervisor II	5126	8
Senior Mental Health Counselor, RN	5280	8
Chief Nurse-Midwife	5360	17
Public Health Nursing Supervisor	5236	8

APPENDIX III.B
SALARY GRIDS

SALARY GRID 1 - 2009

Grid Level	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20
1	5,450,480	5,559,490	5,670,680	5,784,090	5,899,780	6,017,770	6,138,130	6,260,890	6,386,110	6,513,830	6,644,110	6,776,990	6,912,530	7,050,780	7,191,800	7,335,630	7,482,340	7,631,990	7,784,690	7,940,320
2	5,614,000	5,726,280	5,840,800	5,957,620	6,076,770	6,198,310	6,322,270	6,448,720	6,577,690	6,709,250	6,843,430	6,980,300	7,119,900	7,262,300	7,407,550	7,555,700	7,706,810	7,860,950	8,018,170	8,178,530
3	5,782,420	5,898,060	6,016,030	6,136,350	6,259,070	6,384,250	6,511,940	6,642,180	6,775,020	6,910,520	7,048,730	7,189,710	7,333,500	7,480,170	7,629,780	7,782,370	7,938,020	8,096,780	8,258,710	8,423,890
4	5,955,890	6,075,010	6,196,510	6,320,440	6,446,850	6,575,780	6,707,300	6,841,440	6,978,270	7,117,840	7,260,200	7,405,400	7,553,510	7,704,580	7,858,670	8,015,840	8,176,160	8,339,680	8,506,480	8,676,610
5	6,134,570	6,257,280	6,382,400	6,510,050	6,640,250	6,773,060	6,908,520	7,046,690	7,187,620	7,331,370	7,478,000	7,627,560	7,780,110	7,935,710	8,094,430	8,256,320	8,421,440	8,589,870	8,761,670	8,936,900
6	6,318,600	6,444,970	6,573,870	6,705,350	6,839,460	6,976,250	7,115,770	7,258,090	7,403,250	7,551,310	7,702,340	7,856,390	8,013,520	8,173,790	8,337,260	8,504,010	8,674,090	8,847,570	9,024,520	9,205,010
7	6,508,160	6,638,320	6,771,090	6,906,510	7,044,640	7,185,530	7,329,250	7,475,830	7,625,350	7,777,850	7,933,410	8,092,080	8,253,920	8,419,000	8,587,380	8,759,130	8,934,310	9,113,000	9,295,260	9,481,160
8	6,703,410	6,837,470	6,974,220	7,113,710	7,255,980	7,401,100	7,549,120	7,700,110	7,854,110	8,011,190	8,171,410	8,334,840	8,501,540	8,671,570	8,845,000	9,021,900	9,202,340	9,386,390	9,574,110	9,765,600
9	6,904,510	7,042,600	7,183,450	7,327,120	7,473,660	7,623,130	7,775,600	7,931,110	8,089,730	8,251,530	8,416,560	8,584,890	8,756,580	8,931,720	9,110,350	9,292,560	9,478,410	9,667,980	9,861,340	10,058,560
10	7,111,640	7,253,880	7,398,950	7,546,930	7,697,870	7,851,830	8,008,860	8,169,040	8,332,420	8,499,070	8,669,050	8,842,430	9,019,280	9,199,670	9,383,660	9,571,330	9,762,760	9,958,020	10,157,180	10,360,320
11	7,324,990	7,471,490	7,620,920	7,773,340	7,928,810	8,087,380	8,249,130	8,414,110	8,582,400	8,754,040	8,929,120	9,107,710	9,289,860	9,475,660	9,665,170	9,858,470	10,055,640	10,256,760	10,461,890	10,671,130
12	7,544,740	7,695,640	7,849,550	8,006,540	8,166,670	8,330,000	8,496,600	8,666,540	8,839,870	9,016,660	9,197,000	9,380,940	9,568,560	9,759,930	9,955,130	10,154,230	10,357,310	10,564,460	10,775,750	10,991,260
13	7,771,080	7,926,510	8,085,040	8,246,740	8,411,670	8,579,900	8,751,500	8,926,530	9,105,060	9,287,160	9,472,910	9,662,370	9,855,610	10,052,730	10,253,780	10,458,860	10,668,030	10,881,390	11,099,020	11,321,000
14	8,004,220	8,164,300	8,327,590	8,494,140	8,664,020	8,837,300	9,014,050	9,194,330	9,378,220	9,565,780	9,757,100	9,952,240	10,151,280	10,354,310	10,561,390	10,772,620	10,988,070	11,207,840	11,431,990	11,660,630
15	8,244,340	8,409,230	8,577,410	8,748,960	8,923,940	9,102,420	9,284,470	9,470,160	9,659,560	9,852,750	10,049,810	10,250,800	10,455,820	10,664,940	10,878,240	11,095,800	11,317,720	11,544,070	11,774,950	12,010,450
16	8,491,670	8,661,510	8,834,740	9,011,430	9,191,660	9,375,490	9,563,000	9,754,260	9,949,350	10,148,340	10,351,300	10,558,330	10,769,490	10,984,880	11,204,580	11,428,670	11,657,250	11,890,390	12,128,200	12,370,760
17	8,746,420	8,921,350	9,099,780	9,281,770	9,467,410	9,656,760	9,849,890	10,046,890	10,247,830	10,452,790	10,661,840	10,875,080	11,092,580	11,314,430	11,540,720	11,771,530	12,006,970	12,247,100	12,492,050	12,741,890
18	9,008,820	9,188,990	9,372,770	9,560,230	9,751,430	9,946,460	10,145,390	10,348,300	10,555,260	10,766,370	10,981,700	11,201,330	11,425,360	11,653,860	11,886,940	12,124,680	12,367,170	12,614,520	12,866,810	13,124,140
19	9,279,080	9,464,660	9,653,980	9,847,030	10,043,980	10,244,850	10,449,750	10,658,750	10,871,920	11,089,360	11,311,150	11,537,370	11,768,120	12,003,480	12,243,550	12,488,420	12,738,190	12,992,950	13,252,810	13,517,870
20	9,557,450	9,748,600	9,943,570	10,142,450	10,345,290	10,552,200	10,763,240	10,978,510	11,198,080	11,422,040	11,650,480	11,883,490	12,121,160	12,363,580	12,610,860	12,863,070	13,120,390	13,382,740	13,650,400	13,923,400

SALARY GRID 2 – 2013

Grid Level	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20
1																				
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SALARY GRID 3 - 2014

Grid Level	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20
1	5,671	5,784	5,900	6,018	6,138	6,261	6,386	6,514	6,644	6,777	6,913	7,051	7,192	7,336	7,482	7,632	7,785	7,940	8,099	8,261
2	5,841	5,958	6,077	6,198	6,322	6,449	6,578	6,709	6,843	6,980	7,120	7,262	7,408	7,556	7,707	7,861	8,018	8,179	8,342	8,509
3	6,016	6,136	6,259	6,384	6,512	6,642	6,775	6,911	7,049	7,190	7,333	7,480	7,630	7,782	7,938	8,097	8,259	8,424	8,592	8,764
4	6,197	6,320	6,447	6,576	6,707	6,841	6,978	7,118	7,260	7,405	7,554	7,705	7,859	8,016	8,176	8,340	8,506	8,677	8,850	9,027
5	6,382	6,510	6,640	6,773	6,909	7,047	7,188	7,331	7,478	7,628	7,780	7,936	8,094	8,256	8,421	8,590	8,762	8,937	9,116	9,298
6	6,574	6,705	6,839	6,976	7,116	7,258	7,403	7,551	7,702	7,856	8,014	8,174	8,337	8,504	8,674	8,848	9,025	9,205	9,389	9,577
7	6,771	6,907	7,045	7,186	7,329	7,476	7,625	7,778	7,933	8,092	8,254	8,419	8,587	8,759	8,934	9,113	9,295	9,481	9,671	9,864
8	6,974	7,114	7,256	7,401	7,549	7,700	7,854	8,011	8,171	8,335	8,502	8,672	8,845	9,022	9,202	9,386	9,574	9,766	9,961	10,160
9	7,183	7,327	7,474	7,623	7,776	7,931	8,090	8,252	8,417	8,585	8,757	8,932	9,110	9,293	9,478	9,668	9,861	10,059	10,260	10,465
10	7,399	7,547	7,698	7,852	8,009	8,169	8,332	8,499	8,669	8,842	9,019	9,200	9,384	9,571	9,763	9,958	10,157	10,360	10,568	10,779
11	7,621	7,773	7,929	8,087	8,249	8,414	8,582	8,754	8,929	9,108	9,290	9,476	9,665	9,858	10,056	10,257	10,462	10,671	10,885	11,102
12	7,850	8,007	8,167	8,330	8,497	8,667	8,840	9,017	9,197	9,381	9,569	9,760	9,955	10,154	10,357	10,564	10,776	10,991	11,211	11,435
13	8,085	8,247	8,412	8,580	8,752	8,927	9,105	9,287	9,473	9,662	9,856	10,053	10,254	10,459	10,668	10,881	11,099	11,321	11,547	11,778
14	8,328	8,494	8,664	8,837	9,014	9,194	9,378	9,566	9,757	9,952	10,151	10,354	10,561	10,773	10,988	11,208	11,432	11,661	11,894	12,132
15	8,577	8,749	8,924	9,102	9,284	9,470	9,660	9,853	10,050	10,251	10,456	10,665	10,878	11,096	11,318	11,544	11,775	12,010	12,251	12,496
16	8,835	9,011	9,192	9,375	9,563	9,754	9,949	10,148	10,351	10,558	10,769	10,985	11,205	11,429	11,657	11,890	12,128	12,371	12,618	12,871
17	9,100	9,282	9,467	9,657	9,850	10,047	10,248	10,453	10,662	10,875	11,093	11,314	11,541	11,772	12,007	12,247	12,492	12,742	12,997	13,257
18	9,373	9,560	9,751	9,946	10,145	10,348	10,555	10,766	10,982	11,201	11,425	11,654	11,887	12,125	12,367	12,615	12,867	13,124	13,387	13,654
19	9,654	9,847	10,044	10,245	10,450	10,659	10,872	11,089	11,311	11,537	11,768	12,003	12,244	12,488	12,738	12,993	13,253	13,518	13,788	14,064
20	9,944	10,142	10,345	10,552	10,763	10,979	11,198	11,422	11,650	11,883	12,121	12,364	12,611	12,863	13,120	13,383	13,650	13,923	14,202	14,486

SALARY GRID 4 – 2015

Grid Level	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20
1	5,784	5,900	6,018	6,138	6,261	6,386	6,514	6,644	6,777	6,913	7,051	7,192	7,336	7,482	7,632	7,785	7,940	8,099	8,261	8,426
2	5,958	6,077	6,198	6,322	6,449	6,578	6,709	6,843	6,980	7,120	7,262	7,408	7,556	7,707	7,861	8,018	8,179	8,342	8,509	8,679
3	6,136	6,259	6,384	6,512	6,642	6,775	6,911	7,049	7,190	7,333	7,480	7,630	7,782	7,938	8,097	8,259	8,424	8,592	8,764	8,939
4	6,320	6,447	6,576	6,707	6,841	6,978	7,118	7,260	7,405	7,554	7,705	7,859	8,016	8,176	8,340	8,506	8,677	8,850	9,027	9,208
5	6,510	6,640	6,773	6,909	7,047	7,188	7,331	7,478	7,628	7,780	7,936	8,094	8,256	8,421	8,590	8,762	8,937	9,116	9,298	9,484
6	6,705	6,839	6,976	7,116	7,258	7,403	7,551	7,702	7,856	8,014	8,174	8,337	8,504	8,674	8,848	9,025	9,205	9,389	9,577	9,768
7	6,907	7,045	7,186	7,329	7,476	7,625	7,778	7,933	8,092	8,254	8,419	8,587	8,759	8,934	9,113	9,295	9,481	9,671	9,864	10,061
8	7,114	7,256	7,401	7,549	7,700	7,854	8,011	8,171	8,335	8,502	8,672	8,845	9,022	9,202	9,386	9,574	9,766	9,961	10,160	10,363
9	7,327	7,474	7,623	7,776	7,931	8,090	8,252	8,417	8,585	8,757	8,932	9,110	9,293	9,478	9,668	9,861	10,059	10,260	10,465	10,674
10	7,547	7,698	7,852	8,009	8,169	8,332	8,499	8,669	8,842	9,019	9,200	9,384	9,571	9,763	9,958	10,157	10,360	10,568	10,779	10,994
11	7,773	7,929	8,087	8,249	8,414	8,582	8,754	8,929	9,108	9,290	9,476	9,665	9,858	10,056	10,257	10,462	10,671	10,885	11,102	11,324
12	8,007	8,167	8,330	8,497	8,667	8,840	9,017	9,197	9,381	9,569	9,760	9,955	10,154	10,357	10,564	10,776	10,991	11,211	11,435	11,664
13	8,247	8,412	8,580	8,752	8,927	9,105	9,287	9,473	9,662	9,856	10,053	10,254	10,459	10,668	10,881	11,099	11,321	11,547	11,778	12,014
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17	9,282	9,467	9,657	9,850	10,047	10,248	10,453	10,662	10,875	11,093	11,314	11,541	11,772	12,007	12,247	12,492	12,742	12,997	13,257	13,522
18	9,560	9,751	9,946	10,145	10,348	10,555	10,766	10,982	11,201	11,425	11,654	11,887	12,125	12,367	12,615	12,867	13,124	13,387	13,654	13,927
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20	10,142	10,345	10,552	10,763	10,979	11,198	11,422	11,650	11,883	12,121	12,364	12,611	12,863	13,120	13,383	13,650	13,923	14,202	14,486	14,776

APPENDIX IV
GENERAL ACUTE CARE

Acute care staffing in accordance with the State Department of Public Health Licensing and Certification requirements:

As per part (a) of Title 22 of the California Code of Regulations, Section 70217, Nursing Service Staff, subsection (a), staffing in General Acute Care Hospitals shall be maintained as follows:

- (1) Critical care unit, including an intensive care newborn nursery shall be staffed at a ratio of 1 registered nurse to 2 patients or fewer at all times.
- (2) The surgical service operating room shall have at least one circulating registered nurse and a minimum of one additional person serving as a scrub assistant.
- (3) Labor and Delivery: Active labor - 1:2 or fewer at all times; antepartum non-active labor - 1:4 or fewer at all times.
- (4) Postpartum: mother-baby couplets – 1:4 or fewer at all times; mothers only – 1:6 or fewer at all times; multiple births, mother plus infants – 1:8 or fewer at all times.
- (5) Combined Labor/Delivery/Postpartum: 1:3 or fewer at all times.
- (6) Pediatrics: 1:4 or fewer at all times.
- (7) Post Anesthesia Room: 1:2 or fewer at all times.
- (8) Emergency Department: Patients receiving treatment: 1 to 4 or fewer at all times; Triage: at least one Registered Nurse who shall not be counted in the ratios and shall be immediately available to triage patients upon their arrival in the emergency department. When there are no patients needing triage, the RN may assist by performing other nursing tasks. Trauma: 1:1 shall be maintained at all times; Critical Care 1:2 or fewer at all times.
- (9) Step-down Unit: 1:3 or fewer at all times.
- (10) Telemetry Unit: 1:4 or fewer at all times.
- (11) Medical/Surgical Care Units: 1:5 or fewer at all times.
- (12) Specialty Care Units: 1 to 4 or fewer at all times.
- (13) Psychiatric or Behavioral Medicine Units: 1:6 or fewer at all times.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX BOFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. LIGHTING

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. GLARE

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. **MAINTENANCE**

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX CEMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT**Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave; most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

SWHa

U.S. Wage and Hour Division

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov

“NOTICE A”PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Ste. 100,
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320
Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE B"FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND
PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number

DFEH-100-21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

By 
WILLIAM T. FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

SIGNATURE PAGE (Continued)

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By Ratana Thompson, RN

By _____

By Maria Madry, RN

By Michelle Moreno, RN

By _____

By _____

By _____

By _____

By _____

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
HEALTH SCIENCE PROFESSIONALS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County")

AND

SEIU, Local 721, CTW, CLC (hereinafter referred
to as "Union").

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, LACEA, Local 660, SEIU, was certified on March 6, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. 20-69) as the majority representative of County employees in the Health Science Professional Employees Representation Unit (hereinafter the "Unit") previously found to be appropriate by the Employee Relations Commission. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007 transferring representational responsibilities to SEIU Local 721 for bargaining units formerly represented by Local 660 and SEIU Local 535. Management hereby recognizes Local 721, SEIU, as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management agrees that it shall recognize Local 721, SEIU, as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and Local 721, SEIU, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The Local 721, SEIU principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither Local 721, SEIU, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of Local 721, SEIU and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. Local 721, SEIU, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. Management shall notify Local 721, SEIU of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The Local 721, SEIU, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the Local 721, SEIU representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature

of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, Local 721, SEIU, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event Local 721, SEIU desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management,

Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between Local 721, SEIU and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where Local 721, SEIU, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Local 721, SEIU, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, Local 721, SEIU, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to Local 721, SEIU, in writing, setting forth Management's decision and reasons therefore.

- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and Local 721, SEIU, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within

sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

An employee, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond

the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency,

Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and

- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3. Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4. Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional

responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee=s class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.

- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDY

Section 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

Local 721, SEIU requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. Local 721, SEIU may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with Local 721, SEIU. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Local 721, SEIU business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

- Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

- FLSA Exempt employees must request EVTO in full work day increments.

- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

- EVTO is not available to employees on any other paid or unpaid leave.

- Department Heads may continue to approve other unpaid leave of absences.

- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORS

Section 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU Local 721 regarding its

efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC I.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT
COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, Local 721, SEIU.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized Local 721, SEIU representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. Local 721, SEIU representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. Local 721, SEIU agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

Local 721, SEIU, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by Local 721, SEIU. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDSSection 1.

Management will furnish adequate bulletin board space to Local 721, SEIU where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. Local 721, SEIU, recreational, Social and related Local 721, SEIU, news bulletins;
- B. Scheduled Local 721, SEIU, meetings;
- C. Information concerning Local 721, SEIU, elections or the results thereof;
- D. Reports of official business of Local 721, SEIU, including Local 721, SEIU, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTHSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. Local 721, SEIU will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors.

If such conditions cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter in writing to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or the employee's representative is not satisfied with the response of the safety officer, Local 721, SEIU may consult with the Chief of Disability Benefits, Health and Safety of the Chief Executive Office or his/her designate. A representative of such branch shall respond to the department head and Local 721, SEIU within ten (10) days. If Local 721, SEIU is not satisfied with the response of the Chief of Disability Benefits, Health and Safety, the issue may be taken within ten (10) days to arbitration as set forth in Article 11. During such ten (10) days consultation between the department head and Local 721, SEIU will take place.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities.

Section 3.

Management and Local 721, SEIU, mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970, and the California Occupational Health Act of 1973.

Section 4.

Management and SEIU, Local 721 mutually agree to establish a joint Health and Safety Committee to review health and safety problems, including, but not limited to, ergonomics. Infectious disease control, their causes, and prevention. The Committee shall consist of as many as four 4 representatives appointed by the Union and as many as four 4 representatives appointed by Management. Meetings of this Committee shall be initiated at the request of SEIU, Local 721. The Committee shall meet as needed, but not more frequently than monthly.

Section 5. Critical Incident Stress Debriefing

Management shall make available access to stress debriefing following critical incidents during work.

Section 6. Break and Storage Areas

Management shall make every reasonable effort to provide break areas for members of this bargaining unit to allow employees to take their breaks and lunches away from the work area and patients.

Management shall make every reasonable effort to provide adequate storage space for members of this bargaining unit to store their personal items away from the work area and patients.

All of the above is based upon existing space within the facility and fiscal availability.

The parties agree to recommend to the Labor Management-management Committee that their agenda should include an item to address issues related to employee break and storage areas.

Section 7.

Management shall provide at no cost to the employee Hepatitis B vaccinations and TB testing for all classifications covered by this MOU who have direct patient contact or who are at regular risk for exposure.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (e-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICES

Section 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the Local 721, SEIU. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2 Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce

intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDSSection 1. Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that Local 721, SEIU, may select a reasonable number of stewards for this Unit. Local 721, SEIU shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by Local 721, SEIU.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

Local 721, SEIU agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1 Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals.

Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2 Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3 Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4 Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.
- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.
- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.

- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.

- F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5 Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.
- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.
- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.

- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resource's office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.

- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.

- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.

- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County". This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6 Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 7 Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.

2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).
2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.
4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is

needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8 Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9 Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10 DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including but not limited to study guides and practice skills labs;
- Study time and remediation; and
- Case Presentations (where applicable).

SEIU Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42DEPARTMENT OF MENTAL HEALTH HEALTH CARE REFORM

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for and responding to changes under healthcare reform and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare reform before implementation.

The committee will have fifteen (15) Local 721 employee representatives.

Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform in DMH'

when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization with the goal of achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.

- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform Committee

This article will expire on September 30, 2015, with the exception of the section on work place safety. If the parties have not completed the work of DMH health care reform by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

ARTICLE 45 **WORK SCHEDULE****Purpose**

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management.

For the purpose of work schedules, the normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15 minute rest periods, one scheduled during each half of the assigned shift.

During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within general area as prescribed by Management.

B. Work Shifts

1. Employees shall be scheduled to work on regular work shifts having regular starting and quitting times.

2. Except for emergencies (see Section D), employees' work schedules shall not be changed without written notice to the employee at least fourteen (14) calendar days prior to the date the change is to be effective. Irregular work

schedules shall not be changed without written notice to the employee at least fourteen (14) calendar days prior to the date the change is to be effective. The fourteen (14) calendar day limitation may be waived upon mutual agreement between the individual employee and Management.

3. Changes made on the schedule alone do not constitute notification to the employee.
4. When the demands of the service require that an employee's regular assigned shift be changed to another shift, in the selection of the employee transferred, Management will, in the following order: (1) consider all transfer requests previously received; (2) request and consider volunteers; (3) consider selection on the basis of inverse County seniority.

Only after such consideration, selection, being based upon the needs of the service, might mandate a selection outside of Numbers 1-3 stated above in this section.

C. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

D. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

When emergency assignments are necessary, Management will, in the following order; (1) consider all transfer requests previously received; (2) request and consider volunteers, (3) consider selection on the basis of inverse County seniority.

Only after such consideration, selection, being based upon the needs of the service, might mandate a selection outside of Numbers 1-3 stated above in this section.

E. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

F. The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same work week. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same work week.

G. Alternative Work Schedules

Employees may request alternate work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

In the event that alternative work schedules are necessary, Management shall revert to Section 5.04.090 of the Employee Relations Ordinance (see appendix). Section G is not subject to Article 11; Grievance Procedure.

ARTICLE 46 CONTINUING EDUCATION

- A. Management recognizes the importance of continuing education for employees in this Unit. For employees in this Bargaining Unit, Management will grant County paid-time-off for Management Approved Training at a minimum of 36 hours, but no less than the number of hours required for the licensure/certification/registration by the discipline during the term of the contract. At the discretion of Management, in-house educational programs which qualify for continuing education units will be provided.

Management, in consideration of the needs of the service, will distribute and approve equitably among all employees in the same job assignment the requested paid County time.

Training hours may be completed the first, second, and/or third year of this contract.

County paid time-off will be granted for self- study courses provided that the courses are accredited and prior approval of Management is obtained. Employees must provide Certification of contact hours.

Whenever employees in this Unit, after attending a continuing education course, are required to provide an in-house educational in-service to their department, management will grant up to, but not to exceed 4 (four) hours of County-paid time and provide County resources to prepare for a 1-hour in-service presentation.

- B. Management, upon receipt of a request for release to attend continuing education programs, agrees to respond to request within ten (10) business days.

If the needs of the service are not negatively impacted, Management shall adjust employee's workweek to include attendance at approved continuing education programs when such training falls on a Saturday and/or Sunday, or regular day off, or at a time that is outside of regular work hours.

County paid-time off up to a maximum of 8 hours per day for approved continuing education includes the time required for attendance at the training, as well as reasonable travel time.

- C. Management and Local 721 will consult pursuant to Los Angeles County Code Section 5.04.090 (A) when new or revised Continuing Education requirements are mandated/required for maintenance of licensure/registration/certification when such licensure/registration/certification is required for county employment. The purpose of said consultation is to determine how many hours of County paid-time off should be made available to employees in order to meet mandatory continuing Education requirements.

- D. Management will make every reasonable effort to grant request for time off to attend continuing education program for those employees in the Unit who hold a dual

license and are required to complete continuing education as a condition of licensure, and if dual licensure is required by their class specifications or law.

E. In-service Education

1. Management shall identify new assignments and new technology. Thereafter, training will be provided and competencies validated before employees are expected to independently perform new skills.
2. Dependent upon needs of the service, employees of this bargaining unit may attend Management approved in-service education on County time and shall be relieved from regularly assigned duties for the duration of the in-service program. Management shall arrange for appropriate coverage during the employee's participation in such programs.
3. Management shall establish timeframes to allow employees County time to read and ask questions about written educational materials, including, but not limited to, new policies and procedures prior to providing signature acknowledgement by the employee.
4. When mandated by Management or by laws/regulations, County shall provide CPR training, CPR certification completion card, and training materials to members covered by this MOU. A deposit may be required to obtain the training materials, refundable upon return.

F. Training Programs

Management recognizes the importance of professional development for employees in this Unit.

Management, in consideration of the needs of the service, will approve employee(s) Requests for participation in available work-related educational programs, seminars, professional conferences and professional meetings, on County paid time-off.

Management will distribute equitably among all employees in the same job assignment paid County time to attend available work -related educational programs, such as: conferences, workshops, seminars, or symposiums.

An employee in the Unit may request to participate in the work related educational programs, symposiums, seminars, conferences and meetings which would lead to an increase in the skills, knowledge, and understanding of the employee's current job assignment.

Employee training requests for County time to attend such programs shall be subject to the needs of the service.

Training programs offered by the facility/services shall be posted as determined by Management, utilizing one or more of the following: bulletin board, e-mail, intranet, etc.

ARTICLE 47 POSTING OF PROMOTIONAL AND EMPLOYMENT OPPORTUNITIES

Management of all county departments covered by this bargaining unit will post, within a reasonable time, employment and promotional opportunities on a bulletin board or boards designated expressly for this purpose and on the Internet of all Departments' Human Resource (Personnel) websites as available. Designated bulletin boards shall be located in an area which is centrally located and accessible to employees in the Unit.

Management agrees to also post timely notice of vacancies and promotional opportunities on one or more of the following: departmental intranet, departmental electronic bulletin boards, via emails, and/or JDIC.

Phone numbers for information on each department's professional vacancies will appear on bulletins or will be attached to bulletins at the following locations:

Human Resources
Health Services Administration
313 N. Figueroa Street, Room 518
Los Angeles, CA 90012

Phone: (213) 240-7705
Fax: (213) 240-8094

Human Resources
Harbor-UCLA Medical Center Bldg, L-3
1000 Carson Street
Torrance, CA 90509

Phone: (310) 222-3231
Fax: (310) 328-8450

Human Resources
Martin Luther King, Jr.-Drew MACC
12021 S. Wilmington Avenue
Los Angeles, CA 90059

Phone: (310) 668-3681
Fax: (310) 687-2856

Human Resources
LAC+USC Medical Center
5555 Ferguson Drive, Room 2001
City of Commerce, CA 90022

Phone: (323) 890-8313
Fax: (323) 890-8372

Human Resources
High Desert Hospital
44900 N. 60th Street, West
Lancaster, CA 93534

Phone: (661) 945-8301
Fax: (661) 723-1906

Antelope Valley Rehab. Center
P.O. Box 25
Acton, CA 93510

Phone: (661) 269-0062 ext. 211
Fax: (661) 269-0427

Human Resources
Public Health Programs & Health Services Admin.
5555 Ferguson Drive, Room 120
City of Commerce, CA 90022

Phone: (323) 890-7924
Fax: (323) 838-9548

Human Resources
Olive View - UCLA Medical Center
14445 Olive View Drive
Sylmar, CA 91342

Phone: (818) 364-3313
Fax: (818) 364-3001

Rancho Los Amigos National Rehab. Center
7601 East Imperial Highway, Bldg. 500, Rm. 116
Downey, CA 90242

Phone: (562) 401-7511
Fax: (562) 401-7791

Department of Mental Health
Human Resources Bureau
550 South Vermont Avenue
Los Angeles, CA 90020

Phone: (213) 738-4775
Fax: (213) 637-5892

Personnel Administration
Sheriff's Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754

Phone: (323) 526-5430
Fax: (323) 415-0181

JOB HOTLINE

The Open Competitive Job Hotline, a 24-hour recorded telephone listing of jobs open to the public, is operated and maintained by the County of Los Angeles Department of Human Resources. The Hotline number is (213) 351-5478.

The number for the recorded listing of jobs open only to permanent County employees is (213) 974-8335.

To access employment opportunities via the Web, visit <http://dhr.lacounty.info> for job information.

ARTICLE 48 FIELD ASSIGNMENTS

When a Field Assignment is more than 35 (thirty-five) miles from headquarters, upon the employee's request, Management shall consider placing the employee on a flexible work schedule.

ARTICLE 49 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday and for Continuing Education training will be counted in calculating hours worked for overtime purposes.

- B. The County shall pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

Employees working overtime shall not be required to take a break before starting the overtime.

- C. On or after August 1, 1995, at the employee's option, Compensatory Time-off (CTO) accrued during the period from October 1, 1993 through June 30, 1994 and remaining on the books may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of his or her

CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

The parties agree that all overtime worked on or after July 1, 1994 shall be subject to the overtime provisions in effect on September 30, 1993.

Section 2. Usage of Non-FLSA Earned Compensatory Time

- A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off.

Requests for time-off will be approved based on the needs of the service as determined by Management.

- B. With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. Saving Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the

1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification and in the same organizational work unit and work location. Management shall make every reasonable attempt to distribute overtime in an equitable manner with regard to the number of shifts, the assignment of weekends, nights, and holidays among those employees who wish to work overtime. In the assignment of overtime, however, Management may consider special skills required to perform particular work.

Section 5.

An employee who works a four (4) day - 40 hour week schedule or a nine (9) day - 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

Section 6. Accrual and Use of FLSA Compensatory Time Off (CTO)

- A. At the employees option, an employee may request CTO in lieu of pay, at a rate of one and one-half (1½) hours off for each hour of overtime worked, to a maximum of 54 hours worked at any one time.

To use compensatory time, an employee must submit a request to the immediate supervisor prior to the date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior approval of the immediate supervisor. Unless approved by management, employees may not accrue CTO which are worked during disaster periods or emergencies declared by the Board of Supervisors, local or federal government.

- B An employee shall be permitted to use such time off within a reasonable period after making the request, providing such use does not unduly disrupt departmental operations.
- C. At the discretion of Management, an employee may be paid for a portion or all of his/her CTO at any time.

ARTICLE 50 TRANSFERS

Section 1. Definitions

1. For the purpose of this Article, “transfer” is a permanent change of work location from one position to another position in the same class. Transfers may be interdepartmental or intradepartmental. Rotations to acquire and/or to maintain cross training skills are not covered by this article.
2. For the purpose of this Article, transfers may be employee initiated or management initiated.
3. For the purpose of this Article, “seniority” means Continuous County Service at the time of the transfer. This Article does not supersede Article 40, Stewards, Section 2.
4. This article does not supersede: Article 41. Department of Health Services and Department of Public Health Quality and Restructuring, Section 4. Reassignment/ Involuntary Transfer within DHS, DPH.

Section 2. Employee Initiated Transfers

A. Inter-Facility/ Intra-Departmental Transfers

1. An inter-facility/intra-departmental transfer refers to a transfer within a County Department.

2. An employee desiring a transfer must locate a suitable, available position on his or her own time, and arrange for the organizational unit to accept him or her as a transfer. Written notice of such transfer shall be submitted to the appointing power.
3. The selection process of a vacant position will be based upon the needs of the operation and/or based upon skills and competencies. In the selection process, Management shall consider all transfer requests previously received, and/or consider transfer requests on the basis of County seniority.
4. Unless otherwise agreed to by the departments, the effective date of the transfer must be no less than fourteen (14) days and no more than thirty (30) days from the date of the request made by the hiring department.

B. Inter-Departmental Transfers

1. An inter-departmental transfer refers to transfers from one County Department to another County Department (e.g., from DHS to DMH, DHS to Sheriff, DHS to DCFS, etc.).
2. Any employee covered by this bargaining unit who wishes to transfer from one County Department to another may submit a dated, written request for

such a transfer to the Management of the facility to which he/she desires transfer.

3. Unless otherwise agreed to by the departments, the effective date of the transfer must be no less than fourteen (14) days and no more than thirty (30) days from the date of the request made by the hiring department.

C. Transfer Request Process

1. Dated, written requests for transfers will be maintained by the office to which they are sent.
2. The selection process of a vacant position will be based upon the needs of the operation and/or based upon skills and competencies. In the selection process, Management shall consider all transfer requests previously received, and/or consider transfer requests on the basis of County seniority.

Section 3. Management Initiated Transfers

- A. In the case of a Management initiated transfer of an employee that is based upon the needs of the service, Management shall give at least ten (10) business days written notice to the affected employee, unless an emergent situation necessitates immediate transfer. In the case of an emergent situation, the transfer of the employee will continue only for the duration of the emergency.

- B. When the demands of the service require that an employee be transferred, the selection of the employee transferred shall be based upon the needs of the operation, and/or based upon skills and competencies. In the selection process, Management will, in the following order: (1) consider all transfer requests previously received, (2) request volunteers, (3) consider selection transfers on the basis of inverse County seniority. Only after such consideration of numbers 1-3 selection, being based upon the needs of the service might mandate a selection outside of numbers 1-3 stated above in this section.

ARTICLE 51 LABOR MANAGEMENT COMMITTEE

Section 1. Purpose

Within thirty (30) days of the ratification of this agreement, Management and Labor shall convene a BU 341/342 Labor Management Committee to explore and implement agreed solutions to problems of mutual concerns including but not limited to:

- a. Recruitment and retention
- b. Hazardous working conditions
- c. Workloads
- d. Classification issues
- e. Recommendations for education programs pertinent to Health Science Professionals
- f. Regulatory Requirements
- g. Quality Improvement issues

Section 2. Committee Membership

This Committee shall consist of the current Bargaining Team for Units 341 and 342 and Management members from, Department of Mental Health, Department of Health Services, Department of Public Health, the Sheriff's Department, and the CEO (Employee Relations and Compensation).

Section 3. Meetings and Agendas

The Committee shall meet monthly for the first year and no less than quarterly thereafter. If the meeting must be cancelled or postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed by the parties.

ARTICLE 52 SPECIAL PAY PRACTICESSection 1. Evening and Night Shift Differential

The parties agree that a 45 cents per hour bonus shall be paid to any employee employed in a classification listed below and a 30 cents per hour bonus shall be paid to any other employee in the Unit for each hour the employee works on an established evening or night shift as defined in Section 6.10.020 of the County Code, Title 6.

<u>Item No.</u>	<u>Title</u>
4900	Clinical Laboratory Scientist Instructor
4919	Clinical Microbiologist I
4999	Public Health Microbiologist I

In lieu of compensation provided above:

- A. Any Clinical Laboratory Scientist I or Clinical Laboratory Scientist II who is assigned to work a regularly scheduled evening shift, as defined in Section 6.10.020 of County Code, Title 6, shall receive a bonus of the number of levels equivalent to fifteen percent of the hourly rate for compensation set forth for the employee's classification in Section 6.28.050 of the County Code, Title 6 for each hour worked on such shift.
- B. Any Clinical Laboratory Scientist I or Clinical Laboratory Scientist II who is assigned to work a regularly scheduled night shift, as defined in Section 6.10.020 of County Code, Title 6 shall receive a bonus of the number of levels equivalent to twenty percent of the hourly rate for compensation set forth for the employee's classification in Section 410 of the County Code for each hour worked on such shift.

Section 2. Call Back

Whenever an employee is unexpectedly ordered by his/her Department Head or designated Management representative to return to work following the termination of his/her normal work shift and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 3. Standby Pay

It is understood and agreed that employees in this unit who are assigned regularly scheduled periods of authorized standby service at off-duty time shall receive a \$1.00 per hour bonus for such service to a maximum of \$300 per month.

Management shall specify at the beginning of each quarterly period commencing September 1, 1985, the number of employees by classification that are required to be available for standby work. Each employee within a department may specify to the department that such employee does not desire to be available for standby work. In the event an insufficient number of employees are available for such standby work, then the department may assign standby work to employees on the basis of the least senior employees in the department being so assigned.

No additional compensation for standby by status shall be made since the employee placed on standby status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Section 4. Sheriff Detention Facilities Assignment

Any person employed in a full-time permanent position of, Community Mental Health Psychologist (Item #8711), Sr. Community Mental Health Psychologist (Item #8712), Clinical Psychologist II (Item #8697), Occupational Therapist I, II (Item #5857 and #5856), Recreation Therapist I, II (Item #5871 and #5872); and who is permanently assigned to work on a full-time basis for the Department of Mental Health Forensic Bureau in any Los Angeles County Sheriff Detention facility shall receive, in addition to any other compensation provided for in this article, \$50.00 per month. Compensation pursuant to this Section does not constitute the base rate.

Section 5. TB Control - STD Custody Assignment Bonus

Persons appointed to the position of Public Health Investigator (Item No. 5645) who are required to perform the following specialty assignments shall receive a bonus of 22 levels in addition to their regular rate of pay: (1) STD Custody Facilities and (2) TB Control Program. This bonus shall continue only for the duration of the assignment.

Section 6. Labor Management Committee

A Labor Management Committee will be established to deal with issues of mutual concern including the timely promotion of Public Health Investigator Trainee to Public Health Investigator. The LMC will address the process of promotion of the PHI Trainee to PHI thought the development of a standardized practice.

ARTICLE 53 SALARIES

Section 1. Recommend Salary Adjustment

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
8705	ASST BEHAVIORAL SCIENCES CONSULTANT	CURRENT		FS		99.93
		12/13/2013		FS		101.93
		10/01/2014		FS		103.97
		02/01/2015		FS		106.05
5894	AUDIOLOGIST I	CURRENT	NM	90B	4820.00	6321.73
		12/13/2013	NM	90K	4916.00	6447.55
		10/01/2014	NM	91G	5014.18	6576.09
		02/01/2015	NM	92D	5114.18	6706.91
5896	AUDIOLOGIST II	CURRENT	NM	96E	5713.73	7494.18
		12/13/2013	NM	97B	5827.55	7643.09
		10/01/2014	NM	97K	5943.91	7795.82
		02/01/2015	NM	98G	6062.45	7951.27
5893	AUDIOLOGY CLINICAL FELLOW	CURRENT	N2M	82E	4126.73	5126.91
		12/13/2013	N2M	83B	4208.45	5229.00
		10/01/2014	N2M	83K	4292.09	5333.00
		02/01/2015	N2M	84G	4377.91	5439.18
8706	BEHAVIORAL SCIENCES CONSULTANT	CURRENT	N2M	90F	5139.64	6384.64
		12/13/2013	N2M	91C	5242.00	6511.36
		10/01/2014	N2M	91L	5346.00	6640.82
		02/01/2015	N2M	92H	5452.55	6773.45
8707	BEHAVIORAL SCIENCES CONSULTANT	CURRENT		FS		148.85
		12/13/2013		FS		151.83
		10/01/2014		FS		154.87
		02/01/2015		FS		157.97
5879	CHILD LIFE SPECIALIST	CURRENT	NM	86G	4377.91	5742.09
		12/13/2013	NM	87D	4465.27	5856.64
		10/01/2014	NM	88A	4554.00	5973.00
		02/01/2015	NM	88J	4644.91	6092.27
4922	CLINICAL CHEMIST	CURRENT	NM	97D	5856.64	7681.27
		12/13/2013	NM	98A	5973.00	7834.00
		10/01/2014	NM	98J	6092.27	7990.36
		02/01/2015	NM	99F	6213.82	8149.45

4895 CLINICAL LABORATORY SCIENTIST I	CURRENT	NM	87L	4542.91	5958.45
	12/13/2013	NM	88H	4633.55	6077.36
	10/01/2014	NM	89E	4725.91	6198.45
	02/01/2015	NM	90B	4820.00	6321.73
4896 CLINICAL LABORATORY SCIENTIST II	CURRENT	NM	89L	4796.27	6290.64
	12/13/2013	NM	90H	4892.00	6416.09
	10/01/2014	NM	91E	4989.45	6543.73
	02/01/2015	NM	92B	5088.73	6673.64
4900 CLINICAL LAB SCIENTIST INSTRUCTOR	CURRENT	NM	93H	5307.00	6959.64
	12/13/2013	NM	94E	5412.45	7098.18
	10/01/2014	NM	95B	5519.73	7239.09
	02/01/2015	NM	95K	5629.55	7383.82
4891 CLINICAL LAB SCIENTIST TRAINEE	CURRENT	N1	F		1473.19
	12/13/2013	N1	F		1502.65
	10/01/2014	N1	F		1532.70
	02/01/2015	N1	F		1563.35
4919 CLINICAL MICROBIOLOGIST I	CURRENT	NM	92A	5076.00	6657.00
	12/13/2013	NM	92J	5177.82	6790.09
	10/01/2014	NM	93F	5281.00	6925.45
	02/01/2015	NM	94C	5385.73	7063.09
4920 CLINICAL MICROBIOLOGIST II	CURRENT	NM	95G	5588.36	7329.55
	12/13/2013	NM	96D	5699.55	7475.64
	10/01/2014	NM	97A	5813.00	7624.00
	02/01/2015	NM	97J	5929.36	7776.73
8695 CLINICAL PSYCHOLOGIST I	CURRENT	NM	92A	5076.00	6657.00
	12/13/2013	NM	92J	5177.82	6790.09
	10/01/2014	NM	93F	5281.00	6925.45
	02/01/2015	NM	94C	5385.73	7063.09
8693 CLINICAL PSYCHOLOGIST II	CURRENT		FS		189.18
	12/13/2013		FS		192.96
	10/01/2014		FS		196.82
	02/01/2015		FS		200.76
8697 CLINICAL PSYCHOLOGIST II	CURRENT	N2M	99F	6559.91	8149.45
	12/13/2013	N2M	100C	6690.27	8311.27
	10/01/2014	N2M	100L	6823.36	8476.36
	02/01/2015	N2M	101H	6959.64	8645.91
8694 CLINICAL PSYCHOLOGY INTERN	CURRENT		F		2731.35
	12/13/2013		F		2785.98
	10/01/2014		F		2841.70
	02/01/2015		F		2898.53
4959 CYTOLOGY LABORATORY TECHNOLOGIST I	CURRENT	N5M	88F	5727.91	6047.55
	12/13/2013	N5M	89C	5842.09	6167.73
	10/01/2014	N5M	89L	5958.45	6290.64
	02/01/2015	N5M	90H	6077.36	6416.09

4960 CYTOLOGY LABORATORY TECHNOLOGIST II	CURRENT	NM	90F	4868.00	6384.64
	12/13/2013	NM	91C	4964.73	6511.36
	10/01/2014	NM	91L	5063.64	6640.82
	02/01/2015	NM	92H	5165.09	6773.45
4784 DIETITIAN	CURRENT	NM	74L	3202.27	4187.82
	12/13/2013	NM	75H	3265.36	4271.18
	10/01/2014	NM	76E	3329.73	4356.27
	02/01/2015	NM	77B	3395.27	4443.09
1757 EPIDEMIOLOGY ANALYST	CURRENT	NM	81G	3825.64	5014.18
	12/13/2013	NM	82D	3900.64	5114.18
	10/01/2014	NM	83A	3977.00	5216.00
	02/01/2015	NM	83J	4056.27	5320.00
5855 GRADUATE OCCUPATIONAL THERAPIST	CURRENT		F		2989.26
	12/13/2013		F		3049.05
	10/01/2014		F		3110.03
	02/01/2015		F		3172.23
5509 GRADUATE PHARMACIST	CURRENT	NB	98H	6077.36	6416.09
	12/13/2013	NB	101F	6559.91	6925.45
	10/01/2014	NB	102C	6690.27	7063.09
	02/01/2015	NB	102L	6823.36	7203.45
5834 GRADUATE PHYSICAL THERAPIST	CURRENT		F		3096.43
	12/13/2013		F		3158.36
	10/01/2014		F		3221.53
	02/01/2015		F		3285.96
5835 GRADUATE PHYSICAL THERAPIST, FOREIGN	CURRENT	NM	86E	4356.27	5713.73
	12/13/2013	NM	87B	4443.09	5827.55
	10/01/2014	NM	87K	4531.82	5943.91
	02/01/2015	NM	88G	4622.18	6062.45
4848 HEALTH EDUCATOR	CURRENT	N3M	82K	4410.36	5190.55
	12/13/2013	N3M	83G	4498.55	5294.00
	10/01/2014	N3M	84D	4588.09	5399.09
	02/01/2015	N3M	85A	4679.00	5506.00
4798 HLTH FACIL CONSULT, DIET & FOOD SERV	CURRENT	NM	86C	4334.64	5685.36
	12/13/2013	NM	86L	4421.18	5798.82
	10/01/2014	NM	87H	4509.64	5914.82
	02/01/2015	NM	88E	4599.45	6032.64
5848 HLTH FACIL CONSULT, PHYSICAL THERAPY	CURRENT	NM	98K	6107.18	8009.91
	12/13/2013	NM	99G	6229.18	8169.55
	10/01/2014	NM	100D	6353.18	8331.91
	02/01/2015	NM	101A	6479.00	8497.00
5702 HEALTH FACILITIES EVALUATOR I	CURRENT	NM	89D	4714.18	6183.09
	12/13/2013	NM	90A	4808.00	6306.00
	10/01/2014	NM	90J	4904.00	6431.82
	02/01/2015	NM	91F	5001.82	6559.91

5703 HEALTH FACILITIES EVALUATOR II	CURRENT	NM	91D	4977.09	6527.55
	12/13/2013	NM	92A	5076.00	6657.00
	10/01/2014	NM	92J	5177.82	6790.09
	02/01/2015	NM	93F	5281.00	6925.45
5697 HEALTH FACILITIES EVALUATOR TRAINEE	CURRENT	NM	81L	3862.73	5063.64
	12/13/2013	NM	82H	3938.82	5165.09
	10/01/2014	NM	83E	4016.64	5268.00
	02/01/2015	NM	84B	4096.18	5372.36
4302 INDUSTRIAL HYGIENE CHEMIST	CURRENT	N2M	83K	4292.09	5333.00
	12/13/2013	N2M	84G	4377.91	5439.18
	10/01/2014	N2M	85D	4465.27	5547.18
	02/01/2015	N2M	86A	4554.00	5657.00
4902 LABORATORY QUALITY CONTROL COORD	CURRENT	NM	95C	5533.45	7257.18
	12/13/2013	NM	95L	5643.27	7401.91
	10/01/2014	NM	96H	5756.27	7549.82
	02/01/2015	NM	97E	5871.18	7700.36
8700 LAW ENFORCEMENT PSYCHOLOGIST, SHER	CURRENT	NM	103D	6891.27	9038.36
	12/13/2013	NM	104A	7028.00	9218.00
	10/01/2014	NM	104J	7168.36	9402.00
	02/01/2015	NM	105F	7311.45	9589.18
5778 MEDICAL RADIATION PHYSICIST	CURRENT	NM	95A	5506.00	7221.00
	12/13/2013	NM	95J	5615.82	7365.73
	10/01/2014	NM	96F	5727.91	7512.73
	02/01/2015	NM	97C	5842.09	7662.18
1407 MEDICAL RECORDS CONSULTANT	CURRENT	NM	84G	4147.09	5439.18
	12/13/2013	NM	85D	4229.36	5547.18
	10/01/2014	NM	86A	4313.00	5657.00
	02/01/2015	NM	86J	4399.55	5770.45
8709 MENTAL HEALTH EDUCATION CONSULTANT	CURRENT	NM	100B	6321.73	8290.64
	12/13/2013	NM	100K	6447.55	8455.73
	10/01/2014	NM	101G	6576.09	8624.64
	02/01/2015	NM	102D	6706.91	8796.45
4802 NUTRITIONIST I	CURRENT	NM	75D	3233.73	4229.36
	12/13/2013	NM	76A	3297.00	4313.00
	10/01/2014	NM	76J	3362.45	4399.55
	02/01/2015	NM	77F	3428.36	4487.45
4803 NUTRITIONIST II	CURRENT	NM	81B	3779.27	4952.36
	12/13/2013	NM	81K	3853.45	5051.27
	10/01/2014	NM	82G	3929.27	5152.36
	02/01/2015	NM	83D	4006.73	5255.00
5856 OCCUPATIONAL THERAPIST I	CURRENT	NM	92D	5114.18	6706.91
	12/13/2013	NM	93A	5216.00	6840.00
	10/01/2014	NM	93J	5320.00	6976.73
	02/01/2015	NM	94F	5425.82	7115.73

5857 OCCUPATIONAL THERAPIST II	CURRENT	NM	96D	5699.55	7475.64
	12/13/2013	NM	97A	5813.00	7624.00
	10/01/2014	NM	97J	5929.36	7776.73
	02/01/2015	NM	98F	6047.55	7931.73
5861 OCCUPATIONAL THERAPY INSTRUCTOR	CURRENT	NM	99K	6275.27	8229.82
	12/13/2013	NM	100G	6400.36	8393.82
	10/01/2014	NM	101D	6527.55	8560.82
	02/01/2015	NM	102A	6657.00	8731.00
5611 OPTOMETRIST	CURRENT	N2M	84A	4313.00	5359.00
	12/13/2013	N2M	84J	4399.55	5465.91
	10/01/2014	N2M	85F	4487.45	5574.64
	02/01/2015	N2M	86C	4576.73	5685.36
5837 PHYSICAL THERAPIST I	CURRENT	NM	92D	5114.18	6706.91
	12/13/2013	NM	93A	5216.00	6840.00
	10/01/2014	NM	93J	5320.00	6976.73
	02/01/2015	NM	94F	5425.82	7115.73
5839 PHYSICAL THERAPIST II	CURRENT	NM	96D	5699.55	7475.64
	12/13/2013	NM	97A	5813.00	7624.00
	10/01/2014	NM	97J	5929.36	7776.73
	02/01/2015	NM	98F	6047.55	7931.73
5842 PHYSICAL THERAPY INSTRUCTOR	CURRENT	NM	99K	6275.27	8229.82
	12/13/2013	NM	100G	6400.36	8393.82
	10/01/2014	NM	101D	6527.55	8560.82
	02/01/2015	NM	102A	6657.00	8731.00
5645 PUBLIC HEALTH INVESTIGATOR	CURRENT	N2M	81A	3977.00	4940.00
	12/13/2013	N2M	81J	4056.27	5038.91
	10/01/2014	N2M	82F	4136.91	5139.64
	02/01/2015	N2M	83C	4218.91	5242.00
5644 PUBLIC HEALTH INVESTIGATOR TRAINEE	CURRENT	NMH	69C	3057.91	3225.82
	12/13/2013	NMH	69L	3117.55	3289.09
	10/01/2014	NMH	70H	3179.09	3354.27
	02/01/2015	NMH	71E	3241.64	3420.09
4999 PUBLIC HEALTH MICROBIOLOGIST I	CURRENT	N2M	87L	4796.27	5958.45
	12/13/2013	N2M	88H	4892.00	6077.36
	10/01/2014	N2M	89E	4989.45	6198.45
	02/01/2015	N2M	90B	5088.73	6321.73
5000 PUBLIC HEALTH MICROBIOLOGIST II	CURRENT	NM	89L	4796.27	6290.64
	12/13/2013	NM	90H	4892.00	6416.09
	10/01/2014	NM	91E	4989.45	6543.73
	02/01/2015	NM	92B	5088.73	6673.64
4998 PUBLIC HLTH MICROBIOLOGIST TRAINEE	CURRENT		F		2130.23
	12/13/2013		F		2172.83
	10/01/2014		F		2216.29
	02/01/2015		F		2260.62

5871 RECREATION THERAPIST I	CURRENT	NM	82G	3929.27	5152.36
	12/13/2013	NM	83D	4006.73	5255.00
	10/01/2014	NM	84A	4086.00	5359.00
	02/01/2015	NM	84J	4167.45	5465.91
5872 RECREATION THERAPIST II	CURRENT	NM	86G	4377.91	5742.09
	12/13/2013	NM	87D	4465.27	5856.64
	10/01/2014	NM	88A	4554.00	5973.00
	02/01/2015	NM	88J	4644.91	6092.27
8592 REHABILITATION COUNSELOR I	CURRENT	NM	77F	3428.36	4487.45
	12/13/2013	NM	78C	3495.27	4576.73
	10/01/2014	NM	78L	3564.36	4667.64
	02/01/2015	NM	79H	3634.09	4761.09
8593 REHABILITATION COUNSELOR II	CURRENT	NM	79G	3625.36	4749.36
	12/13/2013	NM	80D	3696.55	4844.00
	10/01/2014	NM	81A	3770.00	4940.00
	02/01/2015	NM	81J	3844.18	5038.91
8971 RESEARCH ANALYST I, BEHAVIOR SCI	CURRENT	N2M	78E	3705.73	4599.45
	12/13/2013	N2M	79B	3779.27	4690.73
	10/01/2014	N2M	79K	3853.45	4784.55
	02/01/2015	N2M	80G	3929.27	4880.00
8972 RESEARCH ANALYST II, BEHAVIOR SCI	CURRENT	N2M	83E	4239.82	5268.00
	12/13/2013	N2M	84B	4323.82	5372.36
	10/01/2014	N2M	84K	4410.36	5479.27
	02/01/2015	N2M	85G	4498.55	5588.36
8973 RESEARCH ANALYST III, BEHAVIOR SCI	CURRENT	N3M	90F	5425.82	6384.64
	12/13/2013	N3M	91C	5533.45	6511.36
	10/01/2014	N3M	91L	5643.27	6640.82
	02/01/2015	N3M	92H	5756.27	6773.45
4850 SENIOR HEALTH EDUCATOR	CURRENT	NM	85J	4281.64	5615.82
	12/13/2013	NM	86F	4367.09	5727.91
	10/01/2014	NM	87C	4454.18	5842.09
	02/01/2015	NM	87L	4542.91	5958.45
4301 SENIOR INDUSTRIAL HYGIENE CHEMIST	CURRENT	NM	87H	4509.64	5914.82
	12/13/2013	NM	88E	4599.45	6032.64
	10/01/2014	NM	89B	4690.73	6152.36
	02/01/2015	NM	89K	4784.55	6275.27
4347 SENIOR TOXICOLOGIST	CURRENT	NM	85A	4198.00	5506.00
	12/13/2013	NM	85J	4281.64	5615.82
	10/01/2014	NM	86F	4367.09	5727.91
	02/01/2015	NM	87C	4454.18	5842.09
5887 SPEECH PATHOLOGIST I	CURRENT	NM	90K	4916.00	6447.55
	12/13/2013	NM	91G	5014.18	6576.09
	10/01/2014	NM	92D	5114.18	6706.91
	02/01/2015	NM	93A	5216.00	6840.00

5889 SPEECH PATHOLOGIST II	CURRENT	NM	97B	5827.55	7643.09
	12/13/2013	NM	97K	5943.91	7795.82
	10/01/2014	NM	98G	6062.45	7951.27
	02/01/2015	NM	99D	6183.09	8109.27
5886 SPEECH PATHOLOGY CLINICAL FELLOW	CURRENT	N2M	83B	4208.45	5229.00
	12/13/2013	N2M	83K	4292.09	5333.00
	10/01/2014	N2M	84G	4377.91	5439.18
	02/01/2015	N2M	85D	4465.27	5547.18
4346 TOXICOLOGIST	CURRENT	NM	81C	3788.55	4964.73
	12/13/2013	NM	81L	3862.73	5063.64
	10/01/2014	NM	82H	3938.82	5165.09
	02/01/2015	NM	83E	4016.64	5268.00

Section 2. Vacation for Pay Program

A. Payoff of Special Vacation

On or after August 1, 1995, at the employee's option, unused special vacation may continue to be taken as time off, subject to prior Management approval, or may be converted to pay. An employee electing payment for any portion of the employee's special vacation balance may submit a request to Management and, within 45 days of that request, shall be paid at the workday pay rate then in effect for the employee.

Any employee who terminates County employment shall be paid upon termination at the workday rate then in effect for any remaining special vacation granted pursuant to this Article. It is understood that the Board of Supervisors may direct at any time prior to termination that some or all employees be paid at the workday pay rate then in effect for the employee for some or all of the unused special vacation.

Section 3. Step Advances

A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

B. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will

not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his/her department in writing to issue a Performance Evaluation.

The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

C. Grievances arising out of this section shall be processed as follows:

- (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.
- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.

(3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his/her designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impact the application of this section, the parties agree to meet and renegotiate this section.

In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 4. Flexible Hire Rate

A. Persons employed as Physical Therapist I, Occupational Therapist I, or Recreation Therapist I, who possess either a California License to practice Physical Therapy or Registration/Certification with the American Occupational Therapy Association or are registered/certified with the California Board of Recreation and Park Certification and/or National Council for Therapeutic Recreation Certification, and who upon appointment have at least 12 but less than 24 months professional experience shall be compensated on a three-step salary range. Persons so employed who upon

appointment have at least 24 months professional experience shall be compensated on a two-step salary range. Other persons so employed shall be compensated on a four-step salary range.

Flexible hire rates will be utilized for Occupational Therapist and Physical Therapist in this Unit above the entry level classifications. If applicant possess up to 3 years of experience above the minimum requirements, he/she may be hired at step 4. If applicant possess more than 3 years of experience above the minimum requirements, he/she may be hired at step 5.

- B. Persons employed as Clinical Laboratory Scientist I, who upon appointment have at least 24 but less than 36 months of experience as a licensed California Clinical Laboratory Scientist or have experience as a certified American Society of Clinical Pathologist Medical Technologist, shall be compensated on a three-step salary range. Persons so employed who upon appointment have at least 36 but less than 48 months of such experience shall be compensated on a two-step salary range. Persons so employed who upon appointment have 48 or more months of such experience shall be compensated on a one-step salary range. Other persons so employed shall be compensated on a four-step salary range.
- C. Notwithstanding any other provisions of this Title 6, persons employed as a Nutritionist I, or Nutritionist II who possess Registration or eligibility for Registration

as a Registered Dietitian by the American Dietetic Association and who upon appointment have at least 12 months, but less than 24 months professional experience, shall be compensated on a four step salary range.

Persons so employed, who, upon appointment, have at least 24 months professional experience shall be compensated on a three step salary range. Persons so employed, who, upon appointment, have at least 36 months professional experience shall be compensated on a two-step salary range. Other persons so employed, shall be compensated on a five step salary range.

Nutritionist I and Nutritionist II

Step	1	2	3	4	5
	Regist.	12 Mos.	24 Mos.	36 Mos.	

- D. Persons employed as Speech Pathologist I, or Audiologist I, who either possess or are eligible for a California speech Pathologist or Audiologist license and who upon appointment have at least 12 but less than 24 months professional experience as a Speech Pathologist or Audiologist shall be compensated on a four-step salary range. Persons so employed who upon appointment have at least 24 but less than 36 months professional experience as a Speech Pathologist or Audiologist shall be compensated on a three-step salary range. Persons so employed who upon appointment have at least 36 but less than 48 months of such professional experience as a Speech Pathologist or Audiologist shall be compensated on a two-

step salary range. Persons so employed who upon appointment have at least 48 or more months of such professional experience as a Speech Pathologist or Audiologist shall be compensated on a one-step salary range. All other persons so employed shall be compensated on a five-step salary range.

Section 5.

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 6.

Within sixty (60) days of the ratification of this agreement, Management and Labor shall convene a BU 341/342 Labor Management Committee to explore and implement agreed solutions to problems of mutual concern including recruitment and retention, hazardous working conditions, workloads, and classification issues.

The Committee shall consist of fifteen (15) Labor members and up to fifteen (15) Management members, including representatives from Employee Relations, DMH, DHS, DPH and the Sheriff's Department. The Committee shall meet monthly for the first year and no less than quarterly thereafter.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX B

OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. **LIGHTING**

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. **GLARE**

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. **KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS**

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. MAINTENANCE

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX C

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave; most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29

C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

SWHa

U.S. Wage and Hour Division

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE A"PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Ste. 100,
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320 Fax
(916) 478-7329 www.dfeh.ca.gov

"NOTICE B"FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND
PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number

DFEH-100-21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By  _____
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

By  _____
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISORY HEALTH SCIENCE PROFESSIONAL
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County")

AND

SEIU, Local 721, CTW, CLC (hereinafter referred
to as "Union").

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SIGNATURE PAGEI

ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, LACEA, Local 660, SEIU, was certified on March 6, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. 20-69) as the majority representative of County employees in the Health Science Professional Employees Representation Unit (hereinafter the "Unit") previously found to be appropriate by the Employee Relations Commission. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007 transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU Local 660 and SEIU Local 535. Management hereby recognizes Local 721, SEIU, as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management agrees that it shall recognize Local 721, SEIU, as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and Local 721, SEIU, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The Local 721, SEIU principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither Local 721, SEIU, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of Local 721, SEIU and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. Local 721, SEIU, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her

duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.

4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify Local 721, SEIU of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The Local 721, SEIU, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the Local 721, SEIU representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.
- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, Local 721, SEIU, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
 - C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event Local 721, SEIU desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management,

Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between Local 721, SEIU and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where Local 721, SEIU, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Local 721, SEIU, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, Local 721, SEIU, shall have the right to meet with the

principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to Local 721, SEIU, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to,

or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and Local 721, SEIU, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative

action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such

changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or

CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3. Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4. Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTSSection 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 **POSITION CLASSIFICATION STUDY****Section 1.** **Definition and Authority**

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. **Intent**

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. **Procedures**

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. **Acknowledgment and Follow-Up Reports**

Management agrees that all employee-initiated classification study requests shall be

promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement. Management agrees that no properly used full paid sick leave used in the twelve months

immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

Local 721, SEIU requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. Local 721, SEIU may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with Local 721, SEIU. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Local 721, SEIU business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

Program Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

 - EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

 - Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

- FLSA Exempt employees must request EVTO in full work day increments.
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
- EVTO is not available to employees on any other paid or unpaid leave.
- Department Heads may continue to approve other unpaid leave of absences.
- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.
- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 **WORKPLACE RETRAINING****Section 1.**

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. **Solicitation of Funds**

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by

the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC I.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of

Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, Local 721, SEIU.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized Local 721, SEIU representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. Local 721, SEIU representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. Local 721, SEIU agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

Local 721, SEIU, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by Local 721, SEIU. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDS**Section 1.**

Management will furnish adequate bulletin board space to Local 721, SEIU, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. Local 721, SEIU, recreational, Social and related Local 721, SEIU, news bulletins;
- B. Scheduled Local 721, SEIU, meetings;
- C. Information concerning Local 721, SEIU, elections or the results thereof;
- D. Reports of official business of Local 721, SEIU, including Local 721, SEIU, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTH

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. Local 721, SEIU will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors.

If such conditions cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter in writing to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or the employee's representative is not satisfied with the response of the safety officer, Local 721, SEIU may consult with the Chief of Disability Benefits, Health and Safety of the Chief Executive Office or his/her designate. A representative of such branch shall respond to the department head and Local 721, SEIU within ten (10) days. If Local 721, SEIU is not satisfied with the response of the Chief of Disability Benefits, Health and Safety, the issue may be taken within ten (10) days to arbitration as set forth in Article 11. During such ten (10) days consultation between the department head and Local 721, SEIU will take place.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities.

Section 3.

Management and Local 721, SEIU, mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970, and the California Occupational Health Act of 1973.

Section 4.

Management and SEIU, Local 721 mutually agree to establish a joint Health and Safety Committee to review health and safety problems, including but not limited to ergonomics, infectious disease control, their causes and prevention. The Committee shall consist of as many as four 4 representatives appointed by the Union and as many as four 4 representatives appointed by Management. Meetings of this Committee shall be initiated at the request of SEIU, Local 721. The Committee shall meet as needed, but not more frequently than monthly.

Section 5. Critical Incident Stress Debriefing

Management shall make available access to stress debriefing following critical incidents during work.

Section 6. Break and Storage Areas

Management shall make every reasonable effort to provide break areas for members of this bargaining unit to allow employees to take their breaks and lunches away from the work area and patients.

Management shall make every reasonable effort to provide adequate storage space for members of this bargaining unit to store their personal items away from the work area and patients.

All of the above is based upon existing space within the facility and fiscal availability.

The parties agree to recommend to the Labor Management-management Committee that their agenda should include an item to address issues related to employee break and storage areas.

Section 7.

Management shall provide at no cost to the employee Hepatitis B vaccinations and TB testing for all classifications covered by this MOU who have direct patient contact or who are at regular risk for exposure.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (e-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICESSection 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the Local 721, SEIU. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2 Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.
2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDS

Section 1. Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that Local 721, SEIU, may select a reasonable number of stewards for this Unit. Local 721, SEIU shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by Local 721, SEIU.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

Local 721, SEIU agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1 Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals.

Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2 Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3 Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4 Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.
- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.
- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.

- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.

- E. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5 Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively

possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.

- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.
- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.
- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resource's office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.

- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.

- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.

- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County".

This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6 Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services' facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure

that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 7 Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the

regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.
2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).

2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.
4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on

each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8 Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9 Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in

the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10 DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including, but not limited to, study guides and practice skills labs;
- Study time and remediation; and

- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42DEPARTMENT OF MENTAL HEALTH HEALTH CARE REFORM

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for and responding to changes under healthcare reform and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare reform before implementation.

The committee will have fifteen (15) Local 721 employee representatives.

Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform in DMH' when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization with the goal of

achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.
- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform Committee

This article will expire on September 30, 2015, with the exception of the section on work place safety. If the parties have not completed the work of DMH health care reform by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

ARTICLE 45 **WORK SCHEDULE****Purpose**

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. For the purpose of work schedules, the normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15 minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within general area as prescribed by Management.

B. Work Shifts

1. Employees shall be scheduled to work on regular work shifts having regular starting and quitting times.
2. Except for emergencies (see Section D), employees' work schedules shall not be changed without written notice to the employee at least fourteen (14) calendar days prior to the date the change is to be effective. Irregular work

schedules shall not be changed without written notice to the employee at least fourteen (14) calendar days prior to the date the change is to be effective. The fourteen (14) calendar day limitation may be waived upon mutual agreement between the individual employee and Management.

3. Changes made on the schedule alone do not constitute notification to the employee.
4. When the demands of the service require that an employee's regular assigned shift be changed to another shift, in the selection of the employee transferred, Management will, in the following order: (1) consider all transfer requests previously received, (2) request and consider volunteers, (3) consider selection on the basis of inverse County seniority.

Only after such consideration, selection, being based upon the needs of the service, might mandate a selection outside of Numbers 1-3 stated above in this section.

C. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

D. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

When emergency assignments are necessary, Management will, in the following order; (1) consider all transfer requests previously received, (2) request and consider volunteers, and then (3) consider selection on the basis of inverse County seniority.

Only after such consideration, selection, being based upon the needs of the service, might mandate a selection outside of Numbers 1-3 stated above in this section.

E. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

F. The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same work week. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same work week.

G. Alternative Work Schedules

Employees may request alternate work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

In the event that alternative work schedules are necessary, Management shall revert to Section 5.04.090 of the Employee Relations Ordinance (see appendix). Section G is not subject to Article 11; Grievance Procedure.

ARTICLE 46 CONTINUING EDUCATION

A. Management recognizes the importance of continuing education for employees in this Unit. For employees in this Bargaining Unit, Management will grant County paid-time-off for management approved training at a minimum of 36 hours, but no less than the number of hours required for the licensure/certification/registration by the discipline during the term of the contract. At the discretion of management, in-house educational programs which qualify for continuing education units will be provided.

Management, in consideration of the needs of the service, will distribute and approve equitably among all employees in the same job assignment the requested paid County time.

Training hours may be completed the first, and/or second, year of this contract.

County paid time-off will be granted for self- study courses provided that the courses are accredited and prior approval of management is obtained. Employees must provide Certification of contact hours.

Whenever employees in this Unit, after attending a continuing education course, are required to provide an in-house educational in-service to their department, management will grant up to, but not to exceed 4 (four) hours of County-paid time and provide County resources to prepare for a 1-hour in-service presentation.

- B. Management, upon receipt of a request for release to attend continuing education programs, agrees to respond to request within ten (10) business days.

If the needs of the service are not negatively impacted, management shall adjust employee's workweek to include attendance at approved continuing education programs when such training falls on a Saturday and/or Sunday, or regular day off, or at a time that is outside of regular work hours.

County paid-time off up to a maximum of 8 hours per day for approved continuing education includes the time required for attendance at the training, as well as reasonable travel time.

- C. Management and Local 721 will consult pursuant to Los Angeles County Code Section 5.04.090 (A) when new or revised Continuing Education requirements are mandated/required for maintenance of licensure/registration/certification when such licensure/registration/certification is required for county employment. The purpose of said consultation is to determine how many hours of County paid-time off should be made available to employees in order to meet mandatory continuing education requirements.

- D. Management will make every reasonable effort to grant request for time off to attend continuing education program for those employees in the Unit who hold a dual

license and are required to complete continuing education as a condition of licensure, and if dual licensure is required by their class specifications or law.

E. In-service Education

1. Management shall identify new assignments and new technology. Thereafter, training will be provided and competencies validated before employees are expected to independently perform new skills.
2. Dependent upon needs of the service, employees of this bargaining unit may attend management approved in-service education on County time and shall be relieved from regularly assigned duties for the duration of the in-service program. Management shall arrange for appropriate coverage during the employee's participation in such programs.
3. Management shall establish timeframes to allow employees County time to read and ask questions about written educational materials, including, but not limited to, new policies and procedures prior to providing signature acknowledgement by the employee.
4. When mandated by management or by laws/regulations, County shall provide CPR training, CPR certification completion card, and training materials to members covered by this MOU. A deposit may be required to obtain the training materials, refundable upon return.

F. Training Programs

Management recognizes the importance of professional development for employees in this Unit.

Management, in consideration of the needs of the service, will approve employee(s) requests for participation in available work-related educational programs, seminars, professional conferences and professional meetings, on County paid time-off.

Management will distribute equitably among all employees in the same job assignment paid County time to attend available work -related educational programs, such as: conferences, workshops, seminars, or symposiums.

An employee in the Unit may request to participate in the work related educational programs, symposiums, seminars, conferences and meetings which would lead to an increase in the skills, knowledge, and understanding of the employee's current job assignment.

Employee training requests for County time to attend such programs shall be subject to the needs of the service.

Training programs offered by the facility/services shall be posted as determined by management, utilizing one or more of the following: bulletin board, e-mail, intranet, etc.

ARTICLE 47 POSTING OF PROMOTIONAL AND EMPLOYMENT OPPORTUNITIES

Management of all county departments covered by this bargaining unit will post, within a reasonable time, employment and promotional opportunities on a bulletin board and or boards designated expressly for this purpose and on the Internet of all Departments' Human Resource (Personnel) websites as available. Designated bulletin boards shall be located in an area which is centrally located and accessible to employees in the Unit.

Phone numbers for information on each department's professional vacancies will appear on bulletins or will be attached to bulletins at the following locations:

Human Resources	Phone: (213) 240-7705
Health Services Administration	Fax: (213) 240-8094
313 N. Figueroa Street, Room 518	
Los Angeles, CA 90012	

Human Resources	Phone: (310) 222-3231
Harbor-UCLA Medical Center Bldg, L-3	Fax: (310) 328-8450
1000 Carson Street	
Torrance, CA 90509	

Human Resources	Phone: (310) 668-3681
Martin Luther King, Jr.-Drew MACC	Fax: (310) 687-2856
12021 S. Wilmington Avenue	
Los Angeles, CA 90059	

Human Resources	Phone: (323) 890-8313
LAC+USC Medical Center	Fax: (323) 890-8372
5555 Ferguson Drive, Room 2001	
City of Commerce, CA 90022	

Human Resources	Phone: (661) 945-8301
High Desert Hospital	Fax: (661) 723-1906
44900 N. 60th Street, West	
Lancaster, CA 93534	

Antelope Valley Rehab. Center
P.O. Box 25
Acton, CA 93510

Phone: (661) 269-0062 ext. 211
Fax: (661) 269-0427

Human Resources
Public Health Programs & Health Services Admin.
5555 Ferguson Drive, Room 120
City of Commerce, CA 90022

Phone: (323) 890-7924
Fax: (323) 838-9548

Human Resources
Olive View - UCLA Medical Center
14445 Olive View Drive
Sylmar, CA 91342

Phone: (818) 364-3313
Fax: (818) 364-3001

Rancho Los Amigos National Rehab. Center
7601 East Imperial Highway, Bldg. 500, Rm. 116
Downey, CA 90242

Phone: (562) 401-7511
Fax: (562) 401-7791

Department of Mental Health
Human Resources Bureau
550 South Vermont Avenue
Los Angeles, CA 90020

Phone: (213) 738-4775
Fax: (213) 637-5892

Personnel Administration
Sheriff's Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754

Phone: (323) 526-5430
Fax: (323) 415-0181

JOB HOTLINE

The Open Competitive Job Hotline, a 24-hour recorded telephone listing of jobs open to the public, is operated and maintained by the County of Los Angeles Department of Human Resources. The Hotline number is (213) 351-5478.

The number for the recorded listing of jobs open only to permanent County employees is (213) 974-8335.

To access employment opportunities via the Web, visit <http://dhr.lacounty.info> for job information.

ARTICLE 48 FIELD ASSIGNMENTS

When a Field Assignment is more than 35 (thirty-five) miles from headquarters, upon the employee's request, management shall consider placing the employee on a flexible work schedule.

ARTICLE 49 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday and for continuing education training will be counted in calculating hours worked for overtime purposes.

- B. The County shall pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

Employees working overtime shall not be required to take a break before starting the overtime.

- C. On or after August 1, 1995, at the employee's option, Compensatory Time-off (CTO) accrued during the period from October 1, 1993 through June 30, 1994 and remaining on the books may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment

for any portion of his or her CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

The parties agree that all overtime worked on or after July 1, 1994 shall be subject to the overtime provisions in effect on September 30, 1993.

Section 2. Usage of Non-FLSA Earned Compensatory Time

- A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off.

Requests for time-off will be approved based on the needs of the service as determined by Management.

- B. With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. Saving Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification and in the same organizational work unit and work location. Management shall make every reasonable attempt to distribute overtime in an equitable manner with regard to the number of shifts, the assignment of weekends, nights, and holidays among those employees who wish to work overtime. In the assignment of overtime, however, Management may consider special skills required to perform particular work.

Section 5.

An employee who works a four (4) day - 40 hour week schedule or a nine (9) day - 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

Section 6. Accrual and Use of FLSA Compensatory Time Off (CTO)

- A. At the employees option, an employee may request CTO in lieu of pay, at a rate of one and one-half (1½) hours off for each hour of overtime worked, to a maximum of 54 hours worked at any one time.

To use compensatory time, an employee must submit a request to the immediate supervisor prior to the date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior approval of the immediate supervisor. Unless approved by management, employees may not accrue CTO which are worked during disaster periods or emergencies declared by the Board of Supervisors, local or federal government.

- B An employee shall be permitted to use such time off within a reasonable period after making the request, providing such use does not unduly disrupt departmental operations.
- C. At the discretion of Management, an employee may be paid for a portion or all of his/her CTO at any time.

ARTICLE 50 TRANSFERS

Section 1. Definitions

1. For the purpose of this Article, “transfer” is a permanent change of work location from one position to another position in the same class. Transfers may be interdepartmental or intradepartmental. Rotations to acquire and/or to maintain cross training skills are not covered by this article.
2. For the purpose of this Article, transfers may be employee initiated or management initiated.
3. For the purpose of this the Article, “seniority” means Continuous County Service at the time of the transfer. This Article does not supersede Article 40, Stewards, Section 2.
4. This article does not supersede: Article 41. Department of Health Services and Department of Public Health Quality and Restructuring, Section 4. Reassignment/ Involuntary Transfer within DHS, DPH

Section 2. Employee Initiated Transfers

A. Inter-Facility/ Intra-Departmental Transfers

1. An inter-facility/intra-departmental transfer refers to a transfer within a County Department.

2. An employee desiring a transfer must locate a suitable, available position on his or her own time, and arrange for the organizational unit to accept him or her as a transfer. Written notice of such transfer shall be submitted to the appointing power.
3. The selection process of a vacant position will be based upon the needs of the operation and/or based upon skills and competencies. In the selection process, Management shall consider all transfer requests previously received, and/or consider transfer requests on the basis of County seniority.
4. Unless otherwise agreed to by the departments, the effective date of the transfer must be no less than fourteen (14) days and no more than thirty (30) days from the date of the request made by the hiring department.

B. Inter-Departmental Transfers

1. An inter-departmental transfer refers to transfers from one County Department to another County Department (e.g., from DHS to DMH, DHS to Sheriff, DHS to DCFS, etc.).
2. Any employee covered by this bargaining unit who wishes to transfer from one County Department to another may submit a dated, written request for

such a transfer to the Management of the facility to which he/she desires transfer.

3. Unless otherwise agreed to by the departments, the effective date of the transfer must be no less than fourteen (14) days and no more than thirty (30) days from the date of the request made by the hiring department.

C. Transfer Request Process

1. Dated, written requests for transfers will be maintained by the office to which they are sent.
2. The selection process of a vacant position will be based upon the needs of the operation and/or based upon skills and competencies. In the selection process, Management shall consider all transfer requests previously received, and/or consider transfer requests on the basis of County seniority.

Section 3. Management Initiated Transfers

- A. In the case of a Management initiated transfer of an employee that is based upon the needs of the service, Management shall give at least ten (10) business days written notice to the affected employee, unless an emergent situation necessitates immediate transfer. In the case of an emergent situation, the transfer of the employee will continue only for the duration of the emergency.

- B. When the demands of the service require that an employee be transferred, the selection of the employee to be transferred shall be based upon the needs of the operation and/or based upon skills and competencies. In the selection process, Management will, in the following order: (1) consider all transfer requests previously received; (2) request volunteers; (3) consider selection on the basis of inverse County seniority. Only after such consideration of numbers 1-3 selection, being based upon the needs of the service, might mandate a selection outside of numbers 1-3 stated above in this section.

ARTICLE 51 LABOR MANAGEMENT COMMITTEE

Section 1. Purpose

Within thirty (30) days of the ratification of this agreement, Management and Labor shall convene a BU 341/342 Labor Management Committee to explore and implement agreed solutions to problems of mutual concerns including but not limited to:

- a. Recruitment and retention
- b. Hazardous working conditions
- c. Workloads
- d. Classification issues
- e. Recommendations for education programs pertinent to Health Science Professionals
- f. Regulatory requirements
- g. Quality improvement issues

Section 2. Committee Membership

This Committee shall consist of the current Bargaining Team for Units 341 and 342 and Management members from, Department of Mental Health, Department of Health Services, Department of Public Health, the Sheriff's Department, and the CEO (Employee Relations and Compensation).

Section 3. Meetings and Agendas

The Committee shall meet monthly for the first year and no less than quarterly thereafter. If the meeting must be cancelled or postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed by the parties.

ARTICLE 52 SPECIAL PAY PRACTICES

Section 1. Evening and Night Shift Differential

The parties agree that a 45 cents per hour bonus shall be paid to any employee employed in a classification listed below and a 30 cents per hour bonus shall be paid to any other employee in the Unit for each hour the employee works on an established evening or night shift as defined in Section 6.10.020 of the County Code, Title 6.

<u>Item No.</u>	<u>Title</u>
4904	Supervising Clinical Laboratory Scientist II
4906	Supervising Clinical Laboratory Scientist III
4909	Clinical Laboratory Scientist Administrative Coordinator
4924	Clinical Microbiology Supervisor
5001	Public Health Microbiology Supervisor I
5004	Public Health Microbiology Supervisor II

In lieu of compensation provided above:

- A. Any Supervising Clinical Laboratory Scientist I who is assigned to work a regularly scheduled evening shift, as defined in Section 6.10.020 of County Code, Title 6, shall receive a bonus of the number of levels equivalent to fifteen percent of the hourly rate for compensation set forth for the employee's classification in Section 6.28.050 of the County Code, Title 6 for each hour worked on such shift.

- B. Any Supervising Clinical Laboratory Scientist I who is assigned to work a regularly scheduled night shift, as defined in Section 6.10.020 of County Code, Title 6 shall receive a bonus of the number of levels equivalent to twenty percent of the hourly rate

for compensation set forth for the employee's classification in Section 410 of the County Code for each hour worked on such shift.

Section 2. Call Back

Whenever an employee is unexpectedly ordered by his/her Department Head or designated Management representative to return to work following the termination of his/her normal work shift and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 3. Standby Pay

It is understood and agreed that employees in this unit who are assigned regularly scheduled periods of authorized standby service at off-duty time shall receive a \$1.00 per hour bonus for such service to a maximum of \$300 per month.

Management shall specify at the beginning of each quarterly period commencing September 1, 1985, the number of employees by classification that are required to be available for standby work. Each employee within a department may specify to the department that such employee does not desire to be available for standby work. In the event an insufficient number of employees are available for such standby work, then the department may assign standby work to employees on the basis of the least senior employees in the department being so assigned.

No additional compensation for standby by status shall be made since the employee placed on standby status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Health Facilities Evaluator IIIs shall receive a \$2.00 per hour standby bonus to a maximum of \$300 per month.

Chief Environmental Health Specialists shall receive a \$2.00 per hour standby bonus to a maximum of \$300 per month.

Section 4. Sheriff Detention Facilities Assignment

Any person employed in a full-time permanent position of, Community Mental Health Psychologist (Item #8711), Sr. Community Mental Health Psychologist (Item #8712), Clinical Psychologist II (Item #8697), Occupational Therapist I, II (Item #5857 and #5856), Recreation Therapist I, II (Item #5871 and #5872); and who is permanently assigned to work on a full-time basis for the Department of Mental Health Forensic Bureau in any Los Angeles County Sheriff Detention facility shall receive, in addition to any other compensation provided for in this article, \$50.00 per month. Compensation pursuant to this Section does not constitute the base rate.

Section 5. TB Control - STD Custody Assignment Bonus

Persons appointed to the position of Public Health Investigator (Item No. 5645) who are required to perform the following specialty assignments shall receive a bonus of 22 levels in addition to their regular rate of pay: (1) STD Custody Facilities and (2) TB Control Program.

This bonus shall continue only for the duration of the assignment.

Section 6. Labor Management Committee

A Labor Management Committee will be established to deal with issues of mutual concern including the timely promotion of Public Health Investigator Trainee to Public Health Investigator. The LMC will address the process of promotion of the PHI Trainee to PHI* through the development of a standardized practice.

ARTICLE 53 SALARIES

Section 1. Recommend Salary Adjustment

The parties jointly agree to recommend to the County’s Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5899	AUDIOLOGY CHIEF	CURRENT	NM	100E	6368.91	8352.55
		12/13/2013	NM	101B	6495.18	8518.27
		10/01/2014	NM	101K	6624.64	8688.45
		02/01/2015	NM	102G	6756.82	8861.91
5678	CHIEF ENVIRONMENTAL HEALTH SPEC	CURRENT	NM	94E	5412.45	7098.18
		12/13/2013	NM	95B	5519.73	7239.09
		10/01/2014	NM	95K	5629.55	7383.82
		02/01/2015	NM	96G	5742.09	7531.27
8703	CHIEF, PSYCHOLOGICAL SERVICES	CURRENT	NM	110C	8311.27	10901.18
		12/13/2013	NM	110L	8476.36	11117.91
		10/01/2014	NM	111H	8645.91	11339.73
		02/01/2015	NM	112E	8818.27	11565.55
8974	CHIEF RESEARCH ANALYST, BEHAVIOR SCI	CURRENT	NM	94E	5412.45	7098.18
		12/13/2013	NM	95B	5519.73	7239.09
		10/01/2014	NM	95K	5629.55	7383.82
		02/01/2015	NM	96G	5742.09	7531.27
4926	CLINICAL CHEMIST SUPERVISOR I	CURRENT	NM	98E	6032.64	7912.18
		12/13/2013	NM	99B	6152.36	8069.09
		10/01/2014	NM	99K	6275.27	8229.82
		02/01/2015	NM	100G	6400.36	8393.82
4909	CLINICAL LAB SCIENTIST ADMIN COORD	CURRENT	NM	99L	6290.64	8249.91
		12/13/2013	NM	100H	6416.09	8414.45
		10/01/2014	NM	101E	6543.73	8582.09
		02/01/2015	NM	102B	6673.64	8752.82
5531	CONSULTING PHARMACOLOGIST	CURRENT		FS		316.33
		12/13/2013		FS		340.40
		10/01/2014		FS		347.21
		02/01/2015		FS		354.15

4961 CYTOLOGY LABORATORY TECH SUPVR I	CURRENT	NM	92K	5190.55	6806.73
	12/13/2013	NM	93G	5294.00	6942.55
	10/01/2014	NM	94D	5399.09	7080.64
	02/01/2015	NM	95A	5506.00	7221.00
8699 HEAD CLINICAL PSYCHOLOGIST	CURRENT	NM	103B	6857.09	8993.45
	12/13/2013	NM	103K	6993.82	9173.09
	10/01/2014	NM	104G	7133.27	9356.00
	02/01/2015	NM	105D	7275.27	9541.91
5780 HEAD, RADIATION CONTROL	CURRENT	NM	103L	7010.91	9195.55
	12/13/2013	NM	104H	7150.82	9379.00
	10/01/2014	NM	105E	7293.36	9565.55
	02/01/2015	NM	106B	7438.55	9755.36
5864 HLTH FACILITIES CONS, OCCUP THERAPY	CURRENT	NM	102D	6706.91	8796.45
	12/13/2013	NM	103A	6840.00	8971.00
	10/01/2014	NM	103J	6976.73	9150.64
	02/01/2015	NM	104F	7115.73	9333.00
5704 HEALTH FACILITIES EVALUATOR III	CURRENT	NM	94C	5385.73	7063.09
	12/13/2013	NM	94L	5492.64	7203.45
	10/01/2014	NM	95H	5602.09	7347.64
	02/01/2015	NM	96E	5713.73	7494.18
8149 MENTAL HEALTH SERVICES COORD II	CURRENT	NM	90A	4808.00	6306.00
	12/13/2013	NM	90J	4904.00	6431.82
	10/01/2014	NM	91F	5001.82	6559.91
	02/01/2015	NM	92C	5101.45	6690.27
4809 NUTRITION PROGRAM COORD, PH PROG	CURRENT	NM	86C	4334.64	5685.36
	12/13/2013	NM	86L	4421.18	5798.82
	10/01/2014	NM	87H	4509.64	5914.82
	02/01/2015	NM	88E	4599.45	6032.64
5862 OCCUPATIONAL THERAPY EDUC COORD	CURRENT	NM	101J	6608.45	8667.18
	12/13/2013	NM	102F	6740.18	8840.09
	10/01/2014	NM	103C	6874.18	9015.91
	02/01/2015	NM	103L	7010.91	9195.55
5859 OCCUPATIONAL THERAPY SUPERVISOR I	CURRENT	NM	98E	6032.64	7912.18
	12/13/2013	NM	99B	6152.36	8069.09
	10/01/2014	NM	99K	6275.27	8229.82
	02/01/2015	NM	100G	6400.36	8393.82
5865 OCCUPATIONAL THERAPY SUPERVISOR II	CURRENT	NM	101J	6608.45	8667.18
	12/13/2013	NM	102F	6740.18	8840.09
	10/01/2014	NM	103C	6874.18	9015.91
	02/01/2015	NM	103L	7010.91	9195.55
5844 PHYSICAL THERAPY CONSULTANT, EQUIP	CURRENT	NM	99K	6275.27	8229.82
	12/13/2013	NM	100G	6400.36	8393.82
	10/01/2014	NM	101D	6527.55	8560.82
	02/01/2015	NM	102A	6657.00	8731.00

5847 PHYSICAL THERAPY EDUCATION COORD	CURRENT	NM	101J	6608.45	8667.18
	12/13/2013	NM	102F	6740.18	8840.09
	10/01/2014	NM	103C	6874.18	9015.91
	02/01/2015	NM	103L	7010.91	9195.55
5843 PHYSICAL THERAPY SUPERVISOR I	CURRENT	NM	98E	6032.64	7912.18
	12/13/2013	NM	99B	6152.36	8069.09
	10/01/2014	NM	99K	6275.27	8229.82
	02/01/2015	NM	100G	6400.36	8393.82
5849 PHYSICAL THERAPY SUPERVISOR II	CURRENT	NM	101J	6608.45	8667.18
	12/13/2013	NM	102F	6740.18	8840.09
	10/01/2014	NM	103C	6874.18	9015.91
	02/01/2015	NM	103L	7010.91	9195.55
5648 PUBLIC HEALTH INVESTIGATION MANAGER	CURRENT	NM	90J	4904.00	6431.82
	12/13/2013	NM	91F	5001.82	6559.91
	10/01/2014	NM	92C	5101.45	6690.27
	02/01/2015	NM	92L	5203.27	6823.36
5001 PUBLIC HEALTH MICROBIOLOGY SUPVR I	CURRENT	NM	92C	5101.45	6690.27
	12/13/2013	NM	92L	5203.27	6823.36
	10/01/2014	NM	93H	5307.00	6959.64
	02/01/2015	NM	94E	5412.45	7098.18
5004 PUBLIC HEALTH MICROBIOLOGY SUPVR II	CURRENT	NM	95K	5629.55	7383.82
	12/13/2013	NM	96G	5742.09	7531.27
	10/01/2014	NM	97D	5856.64	7681.27
	02/01/2015	NM	98A	5973.00	7834.00
5873 RECREATION THERAPY SUPERVISOR	CURRENT	NM	89A	4679.00	6137.00
	12/13/2013	NM	89J	4772.82	6259.91
	10/01/2014	NM	90F	4868.00	6384.64
	02/01/2015	NM	91C	4964.73	6511.36
5891 SPEECH PATHOLOGY CHIEF	CURRENT	NM	101B	6495.18	8518.27
	12/13/2013	NM	101K	6624.64	8688.45
	10/01/2014	NM	102G	6756.82	8861.91
	02/01/2015	NM	103D	6891.27	9038.36
4903 SUPVNG CLINICAL LAB SCIENTIST I	CURRENT	NM	92C	5101.45	6690.27
	12/13/2013	NM	92L	5203.27	6823.36
	10/01/2014	NM	93H	5307.00	6959.64
	02/01/2015	NM	94E	5412.45	7098.18
4904 SUPVNG CLINICAL LAB SCIENTIST II	CURRENT	NM	95K	5629.55	7383.82
	12/13/2013	NM	96G	5742.09	7531.27
	10/01/2014	NM	97D	5856.64	7681.27
	02/01/2015	NM	98A	5973.00	7834.00
4905 SUPVNG CLINICAL LAB SCIENTIST III	CURRENT	NM	97K	5943.91	7795.82
	12/13/2013	NM	98G	6062.45	7951.27
	10/01/2014	NM	99D	6183.09	8109.27
	02/01/2015	NM	100A	6306.00	8270.00

8712 SUPERVISING PSYCHOLOGIST	CURRENT	N2M	101B	6857.09	8518.27
	12/13/2013	N2M	101K	6993.82	8688.45
	10/01/2014	N2M	102G	7133.27	8861.91
	02/01/2015	N2M	103D	7275.27	9038.36
5646 SUPVPG PUBLIC HEALTH INVESTIGATOR	CURRENT	NM	86J	4399.55	5770.45
	12/13/2013	NM	87F	4487.45	5885.73
	10/01/2014	NM	88C	4576.73	6002.82
	02/01/2015	NM	88L	4667.64	6122.09
8594 SUPVPG REHABILITATION COUNSELOR	CURRENT	NM	81J	3844.18	5038.91
	12/13/2013	NM	82F	3919.73	5139.64
	10/01/2014	NM	83C	3996.82	5242.00
	02/01/2015	NM	83L	4076.09	5346.00

Section 2. Vacation for Pay Program

A. Payoff of Special Vacation

On or after August 1, 1995, at the employee's option, unused special vacation may continue to be taken as time off, subject to prior Management approval, or may be converted to pay. An employee electing payment for any portion of the employee's special vacation balance may submit a request to Management and, within 45 days of that request, shall be paid at the workday pay rate then in effect for the employee. Any employee who terminates County employment shall be paid upon termination at the workday rate then in effect for any remaining special vacation granted pursuant to this Article. It is understood that the Board of Supervisors may direct at any time prior to termination that some or all employees be paid at the workday pay rate then in effect for the employee for some or all of the unused special vacation.

Section 3. Step Advances

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- B. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his/her department in writing to issue a Performance Evaluation.

The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

- C. Grievances arising out of this section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department

of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his/her designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impact the application of this section, the parties agree to meet and renegotiate this section.

In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 4

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 5 Flexible Hire Rates

Flexible hire rates will be utilized for Occupational Therapist and Physical Therapist in this Unit. If applicant possesses up to 3 years of experience above the minimum requirements, he/she may be hired at step 4. If applicant possesses more than 3 years of experience above the minimum requirements, he/she may be hired at step 5.

Section 6

Within sixty (60) days of the ratification of this agreement, Management and Labor shall convene a BU 341/342 Labor Management Committee to explore and implement agreed solutions to problems of mutual concern including recruitment and retention, hazardous working conditions, workloads, and classification issues.

The Committee shall consist of fifteen (15) Labor members and up to fifteen (15) Management members, including representatives from Employee Relations, DMH, DHS, and the Sheriff's Department. The Committee shall meet monthly for the first year and no less than quarterly thereafter.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX B

OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. **LIGHTING**

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. **GLARE**

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. **KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS**

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. MAINTENANCE

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX C

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave; most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29

C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

SWHa

U.S. Wage and Hour Division

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE A"PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

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**"NOTICE B"****FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND
PREGNANCY DISABILITY LEAVE**

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number

DFEH-100.21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By  _____
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By  _____
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISORY HEALTH SCIENCE PROFESSIONAL
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County")

AND

SEIU, Local 721, CTW, CLC (hereinafter referred
to as "Union").

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SIGNATURE PAGEI

ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, LACEA, Local 660, SEIU, was certified on March 6, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. 20-69) as the majority representative of County employees in the Health Science Professional Employees Representation Unit (hereinafter the "Unit") previously found to be appropriate by the Employee Relations Commission. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007 transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU Local 660 and SEIU Local 535. Management hereby recognizes Local 721, SEIU, as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management agrees that it shall recognize Local 721, SEIU, as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and Local 721, SEIU, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The Local 721, SEIU principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither Local 721, SEIU, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of Local 721, SEIU and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. Local 721, SEIU, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her

duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.

4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify Local 721, SEIU of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The Local 721, SEIU, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the Local 721, SEIU representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.
- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, Local 721, SEIU, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
 - C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event Local 721, SEIU desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management,

Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between Local 721, SEIU and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where Local 721, SEIU, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Local 721, SEIU, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, Local 721, SEIU, shall have the right to meet with the

principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to Local 721, SEIU, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to,

or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and Local 721, SEIU, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative

action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

- Purpose
- Recognition
- Non-Discrimination
- Implementation
- Term
- Renegotiation
- Safety and Health
- Payroll Deductions and Dues
- Authorized Agents
- Provisions of Law
- Workplace Retraining
- New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such

changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or

CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3. Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4. Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTSSection 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.

- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDY

Section 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be

promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement. Management agrees that no properly used full paid sick leave used in the twelve months

immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

Local 721, SEIU requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. Local 721, SEIU may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with Local 721, SEIU. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Local 721, SEIU business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

Program Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

 - EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

 - Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

- FLSA Exempt employees must request EVTO in full work day increments.
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
- EVTO is not available to employees on any other paid or unpaid leave.
- Department Heads may continue to approve other unpaid leave of absences.
- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.
- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by

the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC I.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of

Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT
COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, Local 721, SEIU.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized Local 721, SEIU representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. Local 721, SEIU representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. Local 721, SEIU agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

Local 721, SEIU, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by Local 721, SEIU. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDS

Section 1.

Management will furnish adequate bulletin board space to Local 721, SEIU, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. Local 721, SEIU, recreational, Social and related Local 721, SEIU, news bulletins;
- B. Scheduled Local 721, SEIU, meetings;
- C. Information concerning Local 721, SEIU, elections or the results thereof;
- D. Reports of official business of Local 721, SEIU, including Local 721, SEIU, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTHSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. Local 721, SEIU will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors.

If such conditions cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter in writing to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or the employee's representative is not satisfied with the response of the safety officer, Local 721, SEIU may consult with the Chief of Disability Benefits, Health and Safety of the Chief Executive Office or his/her designate. A representative of such branch shall respond to the department head and Local 721, SEIU within ten (10) days. If Local 721, SEIU is not satisfied with the response of the Chief of Disability Benefits, Health and Safety, the issue may be taken within ten (10) days to arbitration as set forth in Article 11. During such ten (10) days consultation between the department head and Local 721, SEIU will take place.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities.

Section 3.

Management and Local 721, SEIU, mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970, and the California Occupational Health Act of 1973.

Section 4.

Management and SEIU, Local 721 mutually agree to establish a joint Health and Safety Committee to review health and safety problems, including but not limited to ergonomics, infectious disease control, their causes and prevention. The Committee shall consist of as many as four 4 representatives appointed by the Union and as many as four 4 representatives appointed by Management. Meetings of this Committee shall be initiated at the request of SEIU, Local 721. The Committee shall meet as needed, but not more frequently than monthly.

Section 5. Critical Incident Stress Debriefing

Management shall make available access to stress debriefing following critical incidents during work.

Section 6. Break and Storage Areas

Management shall make every reasonable effort to provide break areas for members of this bargaining unit to allow employees to take their breaks and lunches away from the work area and patients.

Management shall make every reasonable effort to provide adequate storage space for members of this bargaining unit to store their personal items away from the work area and patients.

All of the above is based upon existing space within the facility and fiscal availability.

The parties agree to recommend to the Labor Management-management Committee that their agenda should include an item to address issues related to employee break and storage areas.

Section 7.

Management shall provide at no cost to the employee Hepatitis B vaccinations and TB testing for all classifications covered by this MOU who have direct patient contact or who are at regular risk for exposure.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (e-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICESSection 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the Local 721, SEIU. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2 Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.
2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDS

Section 1. Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that Local 721, SEIU, may select a reasonable number of stewards for this Unit. Local 721, SEIU shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by Local 721, SEIU.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

Local 721, SEIU agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1 Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals.

Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2 Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3 Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4 Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.
- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.
- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.

- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.

- E. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5 Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively

possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.

- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.
- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.
- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resource's office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.

- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.

- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.

- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County".

This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6 Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services' facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure

that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 7 Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the

regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.
2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).

2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.
4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on

each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8 Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9 Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in

the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10 DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including, but not limited to, study guides and practice skills labs;
- Study time and remediation; and

- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42DEPARTMENT OF MENTAL HEALTH HEALTH CARE REFORM

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for and responding to changes under healthcare reform and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare reform before implementation.

The committee will have fifteen (15) Local 721 employee representatives.

Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform in DMH' when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization with the goal of

achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.
- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform Committee

This article will expire on September 30, 2015, with the exception of the section on work place safety. If the parties have not completed the work of DMH health care reform by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

ARTICLE 45 **WORK SCHEDULE****Purpose**

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. For the purpose of work schedules, the normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15 minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within general area as prescribed by Management.

B. Work Shifts

1. Employees shall be scheduled to work on regular work shifts having regular starting and quitting times.
2. Except for emergencies (see Section D), employees' work schedules shall not be changed without written notice to the employee at least fourteen (14) calendar days prior to the date the change is to be effective. Irregular work

schedules shall not be changed without written notice to the employee at least fourteen (14) calendar days prior to the date the change is to be effective. The fourteen (14) calendar day limitation may be waived upon mutual agreement between the individual employee and Management.

3. Changes made on the schedule alone do not constitute notification to the employee.
4. When the demands of the service require that an employee's regular assigned shift be changed to another shift, in the selection of the employee transferred, Management will, in the following order: (1) consider all transfer requests previously received, (2) request and consider volunteers, (3) consider selection on the basis of inverse County seniority.

Only after such consideration, selection, being based upon the needs of the service, might mandate a selection outside of Numbers 1-3 stated above in this section.

C. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

D. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

When emergency assignments are necessary, Management will, in the following order; (1) consider all transfer requests previously received, (2) request and consider volunteers, and then (3) consider selection on the basis of inverse County seniority.

Only after such consideration, selection, being based upon the needs of the service, might mandate a selection outside of Numbers 1-3 stated above in this section.

E. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

F. The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same work week. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same work week.

G. Alternative Work Schedules

Employees may request alternate work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

In the event that alternative work schedules are necessary, Management shall revert to Section 5.04.090 of the Employee Relations Ordinance (see appendix). Section G is not subject to Article 11; Grievance Procedure.

ARTICLE 46 CONTINUING EDUCATION

A. Management recognizes the importance of continuing education for employees in this Unit. For employees in this Bargaining Unit, Management will grant County paid-time-off for management approved training at a minimum of 36 hours, but no less than the number of hours required for the licensure/certification/registration by the discipline during the term of the contract. At the discretion of management, in-house educational programs which qualify for continuing education units will be provided.

Management, in consideration of the needs of the service, will distribute and approve equitably among all employees in the same job assignment the requested paid County time.

Training hours may be completed the first, and/or second, year of this contract.

County paid time-off will be granted for self- study courses provided that the courses are accredited and prior approval of management is obtained. Employees must provide Certification of contact hours.

Whenever employees in this Unit, after attending a continuing education course, are required to provide an in-house educational in-service to their department, management will grant up to, but not to exceed 4 (four) hours of County-paid time and provide County resources to prepare for a 1-hour in-service presentation.

- B. Management, upon receipt of a request for release to attend continuing education programs, agrees to respond to request within ten (10) business days.

If the needs of the service are not negatively impacted, management shall adjust employee's workweek to include attendance at approved continuing education programs when such training falls on a Saturday and/or Sunday, or regular day off, or at a time that is outside of regular work hours.

County paid-time off up to a maximum of 8 hours per day for approved continuing education includes the time required for attendance at the training, as well as reasonable travel time.

- C. Management and Local 721 will consult pursuant to Los Angeles County Code Section 5.04.090 (A) when new or revised Continuing Education requirements are mandated/required for maintenance of licensure/registration/certification when such licensure/registration/certification is required for county employment. The purpose of said consultation is to determine how many hours of County paid-time off should be made available to employees in order to meet mandatory continuing education requirements.

- D. Management will make every reasonable effort to grant request for time off to attend continuing education program for those employees in the Unit who hold a dual

license and are required to complete continuing education as a condition of licensure, and if dual licensure is required by their class specifications or law.

E. In-service Education

1. Management shall identify new assignments and new technology. Thereafter, training will be provided and competencies validated before employees are expected to independently perform new skills.
2. Dependent upon needs of the service, employees of this bargaining unit may attend management approved in-service education on County time and shall be relieved from regularly assigned duties for the duration of the in-service program. Management shall arrange for appropriate coverage during the employee's participation in such programs.
3. Management shall establish timeframes to allow employees County time to read and ask questions about written educational materials, including, but not limited to, new policies and procedures prior to providing signature acknowledgement by the employee.
4. When mandated by management or by laws/regulations, County shall provide CPR training, CPR certification completion card, and training materials to members covered by this MOU. A deposit may be required to obtain the training materials, refundable upon return.

F. Training Programs

Management recognizes the importance of professional development for employees in this Unit.

Management, in consideration of the needs of the service, will approve employee(s) requests for participation in available work-related educational programs, seminars, professional conferences and professional meetings, on County paid time-off.

Management will distribute equitably among all employees in the same job assignment paid County time to attend available work -related educational programs, such as: conferences, workshops, seminars, or symposiums.

An employee in the Unit may request to participate in the work related educational programs, symposiums, seminars, conferences and meetings which would lead to an increase in the skills, knowledge, and understanding of the employee's current job assignment.

Employee training requests for County time to attend such programs shall be subject to the needs of the service.

Training programs offered by the facility/services shall be posted as determined by management, utilizing one or more of the following: bulletin board, e-mail, intranet, etc.

ARTICLE 47 POSTING OF PROMOTIONAL AND EMPLOYMENT OPPORTUNITIES

Management of all county departments covered by this bargaining unit will post, within a reasonable time, employment and promotional opportunities on a bulletin board and or boards designated expressly for this purpose and on the Internet of all Departments' Human Resource (Personnel) websites as available. Designated bulletin boards shall be located in an area which is centrally located and accessible to employees in the Unit.

Phone numbers for information on each department's professional vacancies will appear on bulletins or will be attached to bulletins at the following locations:

Human Resources	Phone: (213) 240-7705
Health Services Administration	Fax: (213) 240-8094
313 N. Figueroa Street, Room 518	
Los Angeles, CA 90012	

Human Resources	Phone: (310) 222-3231
Harbor-UCLA Medical Center Bldg, L-3	Fax: (310) 328-8450
1000 Carson Street	
Torrance, CA 90509	

Human Resources	Phone: (310) 668-3681
Martin Luther King, Jr.-Drew MACC	Fax: (310) 687-2856
12021 S. Wilmington Avenue	
Los Angeles, CA 90059	

Human Resources	Phone: (323) 890-8313
LAC+USC Medical Center	Fax: (323) 890-8372
5555 Ferguson Drive, Room 2001	
City of Commerce, CA 90022	

Human Resources	Phone: (661) 945-8301
High Desert Hospital	Fax: (661) 723-1906
44900 N. 60th Street, West	
Lancaster, CA 93534	

Antelope Valley Rehab. Center
P.O. Box 25
Acton, CA 93510

Phone: (661) 269-0062 ext. 211
Fax: (661) 269-0427

Human Resources
Public Health Programs & Health Services Admin.
5555 Ferguson Drive, Room 120
City of Commerce, CA 90022

Phone: (323) 890-7924
Fax: (323) 838-9548

Human Resources
Olive View - UCLA Medical Center
14445 Olive View Drive
Sylmar, CA 91342

Phone: (818) 364-3313
Fax: (818) 364-3001

Rancho Los Amigos National Rehab. Center
7601 East Imperial Highway, Bldg. 500, Rm. 116
Downey, CA 90242

Phone: (562) 401-7511
Fax: (562) 401-7791

Department of Mental Health
Human Resources Bureau
550 South Vermont Avenue
Los Angeles, CA 90020

Phone: (213) 738-4775
Fax: (213) 637-5892

Personnel Administration
Sheriff's Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754

Phone: (323) 526-5430
Fax: (323) 415-0181

JOB HOTLINE

The Open Competitive Job Hotline, a 24-hour recorded telephone listing of jobs open to the public, is operated and maintained by the County of Los Angeles Department of Human Resources. The Hotline number is (213) 351-5478.

The number for the recorded listing of jobs open only to permanent County employees is (213) 974-8335.

To access employment opportunities via the Web, visit <http://dhr.lacounty.info> for job information.

ARTICLE 48 FIELD ASSIGNMENTS

When a Field Assignment is more than 35 (thirty-five) miles from headquarters, upon the employee's request, management shall consider placing the employee on a flexible work schedule.

ARTICLE 49 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday and for continuing education training will be counted in calculating hours worked for overtime purposes.

- B. The County shall pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

Employees working overtime shall not be required to take a break before starting the overtime.

- C. On or after August 1, 1995, at the employee's option, Compensatory Time-off (CTO) accrued during the period from October 1, 1993 through June 30, 1994 and remaining on the books may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment

for any portion of his or her CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

The parties agree that all overtime worked on or after July 1, 1994 shall be subject to the overtime provisions in effect on September 30, 1993.

Section 2. Usage of Non-FLSA Earned Compensatory Time

- A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off.

Requests for time-off will be approved based on the needs of the service as determined by Management.

- B. With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. Saving Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification and in the same organizational work unit and work location. Management shall make every reasonable attempt to distribute overtime in an equitable manner with regard to the number of shifts, the assignment of weekends, nights, and holidays among those employees who wish to work overtime. In the assignment of overtime, however, Management may consider special skills required to perform particular work.

Section 5.

An employee who works a four (4) day - 40 hour week schedule or a nine (9) day - 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

Section 6. Accrual and Use of FLSA Compensatory Time Off (CTO)

- A. At the employees option, an employee may request CTO in lieu of pay, at a rate of one and one-half (1½) hours off for each hour of overtime worked, to a maximum of 54 hours worked at any one time.

To use compensatory time, an employee must submit a request to the immediate supervisor prior to the date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior approval of the immediate supervisor. Unless approved by management, employees may not accrue CTO which are worked during disaster periods or emergencies declared by the Board of Supervisors, local or federal government.

- B An employee shall be permitted to use such time off within a reasonable period after making the request, providing such use does not unduly disrupt departmental operations.
- C. At the discretion of Management, an employee may be paid for a portion or all of his/her CTO at any time.

ARTICLE 50 TRANSFERS

Section 1. Definitions

1. For the purpose of this Article, “transfer” is a permanent change of work location from one position to another position in the same class. Transfers may be interdepartmental or intradepartmental. Rotations to acquire and/or to maintain cross training skills are not covered by this article.

2. For the purpose of this Article, transfers may be employee initiated or management initiated.

3. For the purpose of this the Article, “seniority” means Continuous County Service at the time of the transfer. This Article does not supersede Article 40, Stewards, Section 2.

4. This article does not supersede: Article 41. Department of Health Services and Department of Public Health Quality and Restructuring, Section 4. Reassignment/ Involuntary Transfer within DHS, DPH

Section 2. Employee Initiated Transfers

A. Inter-Facility/ Intra-Departmental Transfers

1. An inter-facility/intra-departmental transfer refers to a transfer within a County Department.

2. An employee desiring a transfer must locate a suitable, available position on his or her own time, and arrange for the organizational unit to accept him or her as a transfer. Written notice of such transfer shall be submitted to the appointing power.
3. The selection process of a vacant position will be based upon the needs of the operation and/or based upon skills and competencies. In the selection process, Management shall consider all transfer requests previously received, and/or consider transfer requests on the basis of County seniority.
4. Unless otherwise agreed to by the departments, the effective date of the transfer must be no less than fourteen (14) days and no more than thirty (30) days from the date of the request made by the hiring department.

B. Inter-Departmental Transfers

1. An inter-departmental transfer refers to transfers from one County Department to another County Department (e.g., from DHS to DMH, DHS to Sheriff, DHS to DCFS, etc.).
2. Any employee covered by this bargaining unit who wishes to transfer from one County Department to another may submit a dated, written request for

such a transfer to the Management of the facility to which he/she desires transfer.

3. Unless otherwise agreed to by the departments, the effective date of the transfer must be no less than fourteen (14) days and no more than thirty (30) days from the date of the request made by the hiring department.

C. Transfer Request Process

1. Dated, written requests for transfers will be maintained by the office to which they are sent.
2. The selection process of a vacant position will be based upon the needs of the operation and/or based upon skills and competencies. In the selection process, Management shall consider all transfer requests previously received, and/or consider transfer requests on the basis of County seniority.

Section 3. Management Initiated Transfers

- A. In the case of a Management initiated transfer of an employee that is based upon the needs of the service, Management shall give at least ten (10) business days written notice to the affected employee, unless an emergent situation necessitates immediate transfer. In the case of an emergent situation, the transfer of the employee will continue only for the duration of the emergency.

- B. When the demands of the service require that an employee be transferred, the selection of the employee to be transferred shall be based upon the needs of the operation and/or based upon skills and competencies. In the selection process, Management will, in the following order: (1) consider all transfer requests previously received; (2) request volunteers; (3) consider selection on the basis of inverse County seniority. Only after such consideration of numbers 1-3 selection, being based upon the needs of the service, might mandate a selection outside of numbers 1-3 stated above in this section.

ARTICLE 51 LABOR MANAGEMENT COMMITTEE

Section 1. Purpose

Within thirty (30) days of the ratification of this agreement, Management and Labor shall convene a BU 341/342 Labor Management Committee to explore and implement agreed solutions to problems of mutual concerns including but not limited to:

- a. Recruitment and retention
- b. Hazardous working conditions
- c. Workloads
- d. Classification issues
- e. Recommendations for education programs pertinent to Health Science Professionals
- f. Regulatory requirements
- g. Quality improvement issues

Section 2. Committee Membership

This Committee shall consist of the current Bargaining Team for Units 341 and 342 and Management members from, Department of Mental Health, Department of Health Services, Department of Public Health, the Sheriff's Department, and the CEO (Employee Relations and Compensation).

Section 3. Meetings and Agendas

The Committee shall meet monthly for the first year and no less than quarterly thereafter. If the meeting must be cancelled or postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed by the parties.

ARTICLE 52 SPECIAL PAY PRACTICESSection 1. Evening and Night Shift Differential

The parties agree that a 45 cents per hour bonus shall be paid to any employee employed in a classification listed below and a 30 cents per hour bonus shall be paid to any other employee in the Unit for each hour the employee works on an established evening or night shift as defined in Section 6.10.020 of the County Code, Title 6.

<u>Item No.</u>	<u>Title</u>
4904	Supervising Clinical Laboratory Scientist II
4906	Supervising Clinical Laboratory Scientist III
4909	Clinical Laboratory Scientist Administrative Coordinator
4924	Clinical Microbiology Supervisor
5001	Public Health Microbiology Supervisor I
5004	Public Health Microbiology Supervisor II

In lieu of compensation provided above:

- A. Any Supervising Clinical Laboratory Scientist I who is assigned to work a regularly scheduled evening shift, as defined in Section 6.10.020 of County Code, Title 6, shall receive a bonus of the number of levels equivalent to fifteen percent of the hourly rate for compensation set forth for the employee's classification in Section 6.28.050 of the County Code, Title 6 for each hour worked on such shift.
- B. Any Supervising Clinical Laboratory Scientist I who is assigned to work a regularly scheduled night shift, as defined in Section 6.10.020 of County Code, Title 6 shall receive a bonus of the number of levels equivalent to twenty percent of the hourly rate

for compensation set forth for the employee's classification in Section 410 of the County Code for each hour worked on such shift.

Section 2. Call Back

Whenever an employee is unexpectedly ordered by his/her Department Head or designated Management representative to return to work following the termination of his/her normal work shift and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 3. Standby Pay

It is understood and agreed that employees in this unit who are assigned regularly scheduled periods of authorized standby service at off-duty time shall receive a \$1.00 per hour bonus for such service to a maximum of \$300 per month.

Management shall specify at the beginning of each quarterly period commencing September 1, 1985, the number of employees by classification that are required to be available for standby work. Each employee within a department may specify to the department that such employee does not desire to be available for standby work. In the event an insufficient number of employees are available for such standby work, then the department may assign standby work to employees on the basis of the least senior employees in the department being so assigned.

No additional compensation for standby by status shall be made since the employee placed on standby status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Health Facilities Evaluator IIIs shall receive a \$2.00 per hour standby bonus to a maximum of \$300 per month.

Chief Environmental Health Specialists shall receive a \$2.00 per hour standby bonus to a maximum of \$300 per month.

Section 4. Sheriff Detention Facilities Assignment

Any person employed in a full-time permanent position of, Community Mental Health Psychologist (Item #8711), Sr. Community Mental Health Psychologist (Item #8712), Clinical Psychologist II (Item #8697), Occupational Therapist I, II (Item #5857 and #5856), Recreation Therapist I, II (Item #5871 and #5872); and who is permanently assigned to work on a full-time basis for the Department of Mental Health Forensic Bureau in any Los Angeles County Sheriff Detention facility shall receive, in addition to any other compensation provided for in this article, \$50.00 per month. Compensation pursuant to this Section does not constitute the base rate.

Section 5. TB Control - STD Custody Assignment Bonus

Persons appointed to the position of Public Health Investigator (Item No. 5645) who are required to perform the following specialty assignments shall receive a bonus of 22 levels in addition to their regular rate of pay: (1) STD Custody Facilities and (2) TB Control Program.

This bonus shall continue only for the duration of the assignment.

Section 6. Labor Management Committee

A Labor Management Committee will be established to deal with issues of mutual concern including the timely promotion of Public Health Investigator Trainee to Public Health Investigator. The LMC will address the process of promotion of the PHI Trainee to PHI* through the development of a standardized practice.

ARTICLE 53 SALARIES

Section 1. Recommend Salary Adjustment

The parties jointly agree to recommend to the County’s Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5899	AUDIOLOGY CHIEF	CURRENT	NM	100E	6368.91	8352.55
		12/13/2013	NM	101B	6495.18	8518.27
		10/01/2014	NM	101K	6624.64	8688.45
		02/01/2015	NM	102G	6756.82	8861.91
5678	CHIEF ENVIRONMENTAL HEALTH SPEC	CURRENT	NM	94E	5412.45	7098.18
		12/13/2013	NM	95B	5519.73	7239.09
		10/01/2014	NM	95K	5629.55	7383.82
		02/01/2015	NM	96G	5742.09	7531.27
8703	CHIEF, PSYCHOLOGICAL SERVICES	CURRENT	NM	110C	8311.27	10901.18
		12/13/2013	NM	110L	8476.36	11117.91
		10/01/2014	NM	111H	8645.91	11339.73
		02/01/2015	NM	112E	8818.27	11565.55
8974	CHIEF RESEARCH ANALYST, BEHAVIOR SCI	CURRENT	NM	94E	5412.45	7098.18
		12/13/2013	NM	95B	5519.73	7239.09
		10/01/2014	NM	95K	5629.55	7383.82
		02/01/2015	NM	96G	5742.09	7531.27
4926	CLINICAL CHEMIST SUPERVISOR I	CURRENT	NM	98E	6032.64	7912.18
		12/13/2013	NM	99B	6152.36	8069.09
		10/01/2014	NM	99K	6275.27	8229.82
		02/01/2015	NM	100G	6400.36	8393.82
4909	CLINICAL LAB SCIENTIST ADMIN COORD	CURRENT	NM	99L	6290.64	8249.91
		12/13/2013	NM	100H	6416.09	8414.45
		10/01/2014	NM	101E	6543.73	8582.09
		02/01/2015	NM	102B	6673.64	8752.82
5531	CONSULTING PHARMACOLOGIST	CURRENT		FS		316.33
		12/13/2013		FS		340.40
		10/01/2014		FS		347.21
		02/01/2015		FS		354.15

4961 CYTOLOGY LABORATORY TECH SUPVR I	CURRENT	NM	92K	5190.55	6806.73
	12/13/2013	NM	93G	5294.00	6942.55
	10/01/2014	NM	94D	5399.09	7080.64
	02/01/2015	NM	95A	5506.00	7221.00
8699 HEAD CLINICAL PSYCHOLOGIST	CURRENT	NM	103B	6857.09	8993.45
	12/13/2013	NM	103K	6993.82	9173.09
	10/01/2014	NM	104G	7133.27	9356.00
	02/01/2015	NM	105D	7275.27	9541.91
5780 HEAD, RADIATION CONTROL	CURRENT	NM	103L	7010.91	9195.55
	12/13/2013	NM	104H	7150.82	9379.00
	10/01/2014	NM	105E	7293.36	9565.55
	02/01/2015	NM	106B	7438.55	9755.36
5864 HLTH FACILITIES CONS, OCCUP THERAPY	CURRENT	NM	102D	6706.91	8796.45
	12/13/2013	NM	103A	6840.00	8971.00
	10/01/2014	NM	103J	6976.73	9150.64
	02/01/2015	NM	104F	7115.73	9333.00
5704 HEALTH FACILITIES EVALUATOR III	CURRENT	NM	94C	5385.73	7063.09
	12/13/2013	NM	94L	5492.64	7203.45
	10/01/2014	NM	95H	5602.09	7347.64
	02/01/2015	NM	96E	5713.73	7494.18
8149 MENTAL HEALTH SERVICES COORD II	CURRENT	NM	90A	4808.00	6306.00
	12/13/2013	NM	90J	4904.00	6431.82
	10/01/2014	NM	91F	5001.82	6559.91
	02/01/2015	NM	92C	5101.45	6690.27
4809 NUTRITION PROGRAM COORD, PH PROG	CURRENT	NM	86C	4334.64	5685.36
	12/13/2013	NM	86L	4421.18	5798.82
	10/01/2014	NM	87H	4509.64	5914.82
	02/01/2015	NM	88E	4599.45	6032.64
5862 OCCUPATIONAL THERAPY EDUC COORD	CURRENT	NM	101J	6608.45	8667.18
	12/13/2013	NM	102F	6740.18	8840.09
	10/01/2014	NM	103C	6874.18	9015.91
	02/01/2015	NM	103L	7010.91	9195.55
5859 OCCUPATIONAL THERAPY SUPERVISOR I	CURRENT	NM	98E	6032.64	7912.18
	12/13/2013	NM	99B	6152.36	8069.09
	10/01/2014	NM	99K	6275.27	8229.82
	02/01/2015	NM	100G	6400.36	8393.82
5865 OCCUPATIONAL THERAPY SUPERVISOR II	CURRENT	NM	101J	6608.45	8667.18
	12/13/2013	NM	102F	6740.18	8840.09
	10/01/2014	NM	103C	6874.18	9015.91
	02/01/2015	NM	103L	7010.91	9195.55
5844 PHYSICAL THERAPY CONSULTANT, EQUIP	CURRENT	NM	99K	6275.27	8229.82
	12/13/2013	NM	100G	6400.36	8393.82
	10/01/2014	NM	101D	6527.55	8560.82
	02/01/2015	NM	102A	6657.00	8731.00

5847 PHYSICAL THERAPY EDUCATION COORD	CURRENT	NM	101J	6608.45	8667.18
	12/13/2013	NM	102F	6740.18	8840.09
	10/01/2014	NM	103C	6874.18	9015.91
	02/01/2015	NM	103L	7010.91	9195.55
5843 PHYSICAL THERAPY SUPERVISOR I	CURRENT	NM	98E	6032.64	7912.18
	12/13/2013	NM	99B	6152.36	8069.09
	10/01/2014	NM	99K	6275.27	8229.82
	02/01/2015	NM	100G	6400.36	8393.82
5849 PHYSICAL THERAPY SUPERVISOR II	CURRENT	NM	101J	6608.45	8667.18
	12/13/2013	NM	102F	6740.18	8840.09
	10/01/2014	NM	103C	6874.18	9015.91
	02/01/2015	NM	103L	7010.91	9195.55
5648 PUBLIC HEALTH INVESTIGATION MANAGER	CURRENT	NM	90J	4904.00	6431.82
	12/13/2013	NM	91F	5001.82	6559.91
	10/01/2014	NM	92C	5101.45	6690.27
	02/01/2015	NM	92L	5203.27	6823.36
5001 PUBLIC HEALTH MICROBIOLOGY SUPVR I	CURRENT	NM	92C	5101.45	6690.27
	12/13/2013	NM	92L	5203.27	6823.36
	10/01/2014	NM	93H	5307.00	6959.64
	02/01/2015	NM	94E	5412.45	7098.18
5004 PUBLIC HEALTH MICROBIOLOGY SUPVR II	CURRENT	NM	95K	5629.55	7383.82
	12/13/2013	NM	96G	5742.09	7531.27
	10/01/2014	NM	97D	5856.64	7681.27
	02/01/2015	NM	98A	5973.00	7834.00
5873 RECREATION THERAPY SUPERVISOR	CURRENT	NM	89A	4679.00	6137.00
	12/13/2013	NM	89J	4772.82	6259.91
	10/01/2014	NM	90F	4868.00	6384.64
	02/01/2015	NM	91C	4964.73	6511.36
5891 SPEECH PATHOLOGY CHIEF	CURRENT	NM	101B	6495.18	8518.27
	12/13/2013	NM	101K	6624.64	8688.45
	10/01/2014	NM	102G	6756.82	8861.91
	02/01/2015	NM	103D	6891.27	9038.36
4903 SUPVNG CLINICAL LAB SCIENTIST I	CURRENT	NM	92C	5101.45	6690.27
	12/13/2013	NM	92L	5203.27	6823.36
	10/01/2014	NM	93H	5307.00	6959.64
	02/01/2015	NM	94E	5412.45	7098.18
4904 SUPVNG CLINICAL LAB SCIENTIST II	CURRENT	NM	95K	5629.55	7383.82
	12/13/2013	NM	96G	5742.09	7531.27
	10/01/2014	NM	97D	5856.64	7681.27
	02/01/2015	NM	98A	5973.00	7834.00
4905 SUPVNG CLINICAL LAB SCIENTIST III	CURRENT	NM	97K	5943.91	7795.82
	12/13/2013	NM	98G	6062.45	7951.27
	10/01/2014	NM	99D	6183.09	8109.27
	02/01/2015	NM	100A	6306.00	8270.00

8712 SUPERVISING PSYCHOLOGIST	CURRENT	N2M	101B	6857.09	8518.27
	12/13/2013	N2M	101K	6993.82	8688.45
	10/01/2014	N2M	102G	7133.27	8861.91
	02/01/2015	N2M	103D	7275.27	9038.36
5646 SUPVPG PUBLIC HEALTH INVESTIGATOR	CURRENT	NM	86J	4399.55	5770.45
	12/13/2013	NM	87F	4487.45	5885.73
	10/01/2014	NM	88C	4576.73	6002.82
	02/01/2015	NM	88L	4667.64	6122.09
8594 SUPVPG REHABILITATION COUNSELOR	CURRENT	NM	81J	3844.18	5038.91
	12/13/2013	NM	82F	3919.73	5139.64
	10/01/2014	NM	83C	3996.82	5242.00
	02/01/2015	NM	83L	4076.09	5346.00

Section 2. Vacation for Pay Program

A. Payoff of Special Vacation

On or after August 1, 1995, at the employee's option, unused special vacation may continue to be taken as time off, subject to prior Management approval, or may be converted to pay. An employee electing payment for any portion of the employee's special vacation balance may submit a request to Management and, within 45 days of that request, shall be paid at the workday pay rate then in effect for the employee. Any employee who terminates County employment shall be paid upon termination at the workday rate then in effect for any remaining special vacation granted pursuant to this Article. It is understood that the Board of Supervisors may direct at any time prior to termination that some or all employees be paid at the workday pay rate then in effect for the employee for some or all of the unused special vacation.

Section 3. Step Advances

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- B. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his/her department in writing to issue a Performance Evaluation.

The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

- C. Grievances arising out of this section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department

of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his/her designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impact the application of this section, the parties agree to meet and renegotiate this section.

In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 4

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 5 Flexible Hire Rates

Flexible hire rates will be utilized for Occupational Therapist and Physical Therapist in this Unit. If applicant possesses up to 3 years of experience above the minimum requirements, he/she may be hired at step 4. If applicant possesses more than 3 years of experience above the minimum requirements, he/she may be hired at step 5.

Section 6

Within sixty (60) days of the ratification of this agreement, Management and Labor shall convene a BU 341/342 Labor Management Committee to explore and implement agreed solutions to problems of mutual concern including recruitment and retention, hazardous working conditions, workloads, and classification issues.

The Committee shall consist of fifteen (15) Labor members and up to fifteen (15) Management members, including representatives from Employee Relations, DMH, DHS, and the Sheriff's Department. The Committee shall meet monthly for the first year and no less than quarterly thereafter.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX B

OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. LIGHTING

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. GLARE

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. MAINTENANCE

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX C

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave; most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29

C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

SWHa

U.S. Wage and Hour Division

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE A"PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Ste. 100,
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320 Fax
 (916) 478-7329 www.dfeh.ca.gov

"NOTICE B"

FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND
 PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number

DFEH-100-21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By _____
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

By _____
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
BUILDING TRADES AND SKILLED CRAFTSMEN
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County"),,

AND

Los Angeles/Orange Counties Building and
Construction Trades Council, AFL-CIO
(hereinafter referred to as "Council" or "Union").

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Council was certified on February 24, 1970, by the County's Employee Relations Commission (Employee Relations Commission File No. R-11-69 and R-43-69) as the majority representative of County employees in the Building Trades and Skilled Craftsmen Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes the Council as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in Article 7, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

ARTICLE 2 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to County's Board of Supervisors.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the County's Salary Ordinance, Ordinance No. 6222, required to implement the full provisions of Article 7; and
- C. Acts to appropriate the necessary funds required to implement the full provision of this Memorandum of Understanding which requires funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Such implementation shall be effective October 10, 2013, or within 30 days following the Board of Supervisors' action whichever is later. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness defined in Article 3, Implementation, are fully met and shall expire at midnight, September 30, 2015, unless the parties have reached agreement on a successor Memorandum of Understanding by that date.

ARTICLE 5 RENEGOTIATIONSection 1.

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, during the period from June 15, 2015, to June 30, 2015, its written request to commence negotiations, as well as its written proposals for such successor Memorandum of Understanding. Negotiations shall begin thereafter within, but no later than 30 days, unless the parties mutually agree to extend from date of receipt of aforementioned notice and proposals. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and mutually agree to fully protect the rights of all employees covered hereby to join and participate in the activities of the member unions of the Los Angeles/Orange Counties Building & Construction Trades Council and all other rights in the Employee Relations Ordinance and Government Code, Section 3500 through 3511.”

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations, disability status, or other factors not directly related to the successful performance of the job.

ARTICLE 7 SALARIESSection 1. Recommended Salary Adjustment

The parties jointly agree to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the date indicated.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6490	ASSISTANT ELECTRO-MECHANIC	CURRENT		77H	3444.91	4271.18
		10/10/2013		78E	3512.55	4356.27
		10/01/2014		79B	3581.73	4443.09
		04/01/2015		79K	3651.55	4531.82
6547	AUDIO, VIDEO, & SEC SYST TECHNICIAN	CURRENT		F		6094.04
		10/10/2013		F		6215.92
		10/01/2014		F		6340.24
		04/01/2015		F		6467.04
6160	BRICKLAYER	CURRENT		F		5399.88
		10/10/2013		F		5507.88
		10/01/2014		F		5618.04
		04/01/2015		F		5730.40
6204	BRIDGE MAINTENANCE WORKER	CURRENT		F		5007.52
		10/10/2013		F		5107.67
		10/01/2014		F		5209.82
		04/01/2015		F		5314.02
6611	BLDG & EQUIPMENT MAINT WORKER, AVRC	CURRENT		80A	3669.00	4554.00
		10/10/2013		80J	3742.45	4644.91
		10/01/2014		81F	3816.36	4737.64
		04/01/2015		82C	3891.09	4832.00
6257	CARPENTER	CURRENT		F		4992.08
		10/10/2013		F		5091.92
		10/01/2014		F		5193.76
		04/01/2015		F		5297.64
9353	CARPENTER, NC	CURRENT		FH		29.50
		10/10/2013		FH		30.09
		10/01/2014		FH		30.69
		04/01/2015		FH		31.30
6254	CARPENTER APPRENTICE	CURRENT	N30A	F		4492.85
		10/10/2013	N30A	F		4582.71
		10/01/2014	N30A	F		4674.36
		04/01/2015	N30A	F		4767.85

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6281 CARPET & LINOLEUM LAYER	CURRENT	F		5175.70
	10/10/2013	F		5279.21
	10/01/2014	F		5384.79
	04/01/2015	F		5492.49
6329 CEMENT & CONCRETE FINISHER	CURRENT	F		5088.70
	10/10/2013	F		5190.47
	10/01/2014	F		5294.28
	04/01/2015	F		5400.17
6326 CEMENT & CONCRETE WORKER	CURRENT	F		4274.49
	10/10/2013	F		4359.98
	10/01/2014	F		4447.18
	04/01/2015	F		4536.12
7816 COMMUNICATIONS TOWER & LINE HELPER	CURRENT	67H	2636.55	3265.36
	10/10/2013	68E	2688.55	3329.73
	10/01/2014	69B	2741.64	3395.27
	04/01/2015	69K	2794.73	3461.45
7818 COMMUNICATIONS TOWER & LINE WORKER	CURRENT	F		5697.55
	10/10/2013	F		5811.50
	10/01/2014	F		5927.73
	04/01/2015	F		6046.28
6334 CONCRETE & STONE WORKER	CURRENT	F		4719.75
	10/10/2013	F		4814.15
	10/01/2014	F		4910.43
	04/01/2015	F		5008.64
6527 DIGITAL COMMUNICATIONS SYST TECH	CURRENT	F		6094.04
	10/10/2013	F		6215.92
	10/01/2014	F		6340.24
	04/01/2015	F		6467.04
7322 DRILLER	CURRENT	F		5720.70
	10/10/2013	F		5835.11
	10/01/2014	F		5951.81
	04/01/2015	F		6070.85
6471 ELECTRICIAN	CURRENT	F		6155.62
	10/10/2013	F		6278.73
	10/01/2014	F		6404.30
	04/01/2015	F		6532.39
6468 ELECTRICIAN APPRENTICE	CURRENT	N30A F		5540.05
	10/10/2013	N30A F		5650.85
	10/01/2014	N30A F		5763.87
	04/01/2015	N30A F		5879.15
6492 ELECTRO-MECHANIC	CURRENT	F		6155.62
	10/10/2013	F		6278.73
	10/01/2014	F		6404.30
	04/01/2015	F		6532.39
6535 ELECTRONICS AUDIO TECHNICIAN	CURRENT	F		5789.33
	10/10/2013	F		5905.12
	10/01/2014	F		6023.22
	04/01/2015	F		6143.68

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6545 ELECTRONICS COMMUN EQUIP INSTALLER	CURRENT	F		4038.22
	10/10/2013	F		4118.98
	10/01/2014	F		4201.36
	04/01/2015	F		4285.39
6541 ELECTRONICS COMMUNICATIONS TECH	CURRENT	F		6094.04
	10/10/2013	F		6215.92
	10/01/2014	F		6340.24
	04/01/2015	F		6467.04
6504 ELEVATOR MECHANIC	CURRENT	F		6783.34
	10/10/2013	F		6919.01
	10/01/2014	F		7057.39
	04/01/2015	F		7198.54
6503 ELEVATOR MECHANIC APPRENTICE	CURRENT	N30A F		6105.01
	10/10/2013	N30A F		6227.11
	10/01/2014	N30A F		6351.65
	04/01/2015	N30A F		6478.68
6278 FLOOR FINISHER	CURRENT	F		4992.08
	10/10/2013	F		5091.92
	10/01/2014	F		5193.76
	04/01/2015	F		5297.64
6296 GLAZIER	CURRENT	F		5057.77
	10/10/2013	F		5158.93
	10/01/2014	F		5262.11
	04/01/2015	F		5367.35
6336 GUNITE GUN OPERATOR	CURRENT	F		4984.61
	10/10/2013	F		5084.30
	10/01/2014	F		5185.99
	04/01/2015	F		5289.71
6338 GUNITE NOZZLE OPERATOR	CURRENT	F		5167.94
	10/10/2013	F		5271.30
	10/01/2014	F		5376.73
	04/01/2015	F		5484.26
7739 HEAT & FROST INSULATOR	CURRENT	F		5964.27
	10/10/2013	F		6083.56
	10/01/2014	F		6205.23
	04/01/2015	F		6329.33
6343 HELPER, BRIDGE MAINTENANCE	CURRENT	67H	2636.55	3265.36
	10/10/2013	68E	2688.55	3329.73
	10/01/2014	69B	2741.64	3395.27
	04/01/2015	69K	2794.73	3461.45
6346 HELPER, CARPENTRY	CURRENT	67H	2636.55	3265.36
	10/10/2013	68E	2688.55	3329.73
	10/01/2014	69B	2741.64	3395.27
	04/01/2015	69K	2794.73	3461.45
6348 HELPER, DRILLING OPERATIONS	CURRENT	67H	2636.55	3265.36
	10/10/2013	68E	2688.55	3329.73
	10/01/2014	69B	2741.64	3395.27
	04/01/2015	69K	2794.73	3461.45

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6349 HELPER, ELECTRICAL	CURRENT	67H	2636.55	3265.36
	10/10/2013	68E	2688.55	3329.73
	10/01/2014	69B	2741.64	3395.27
	04/01/2015	69K	2794.73	3461.45
6351 HELPER, MASONRY	CURRENT	67H	2636.55	3265.36
	10/10/2013	68E	2688.55	3329.73
	10/01/2014	69B	2741.64	3395.27
	04/01/2015	69K	2794.73	3461.45
6352 HELPER, METAL WORKING	CURRENT	67H	2636.55	3265.36
	10/10/2013	68E	2688.55	3329.73
	10/01/2014	69B	2741.64	3395.27
	04/01/2015	69K	2794.73	3461.45
6354 HELPER, PAINTING	CURRENT	67H	2636.55	3265.36
	10/10/2013	68E	2688.55	3329.73
	10/01/2014	69B	2741.64	3395.27
	04/01/2015	69K	2794.73	3461.45
6355 HELPER, PIPE TRADES	CURRENT	67H	2636.55	3265.36
	10/10/2013	68E	2688.55	3329.73
	10/01/2014	69B	2741.64	3395.27
	04/01/2015	69K	2794.73	3461.45
6359 HELPER, REFRIGERATION	CURRENT	67H	2636.55	3265.36
	10/10/2013	68E	2688.55	3329.73
	10/01/2014	69B	2741.64	3395.27
	04/01/2015	69K	2794.73	3461.45
6360 HELPER, ROOFING	CURRENT	67H	2636.55	3265.36
	10/10/2013	68E	2688.55	3329.73
	10/01/2014	69B	2741.64	3395.27
	04/01/2015	69K	2794.73	3461.45
6157 HOD CARRIER	CURRENT	F		4775.58
	10/10/2013	F		4871.09
	10/01/2014	F		4968.51
	04/01/2015	F		5067.88
7371 HOIST OPERATOR	CURRENT	F		5651.14
	10/10/2013	F		5764.16
	10/01/2014	F		5879.44
	04/01/2015	F		5997.03
7268 IRRIGATION & LAWN SPRINKLER FITTER	CURRENT	F		4648.03
	10/10/2013	F		4740.99
	10/01/2014	F		4835.81
	04/01/2015	F		4932.53
6704 LOCKSMITH	CURRENT	F		4992.08
	10/10/2013	F		5091.92
	10/01/2014	F		5193.76
	04/01/2015	F		5297.64
6702 LOCKSMITH APPRENTICE	CURRENT	N30A	F	4492.85
	10/10/2013	N30A	F	4582.71
	10/01/2014	N30A	F	4674.36
	04/01/2015	N30A	F	4767.85

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6531 MEDICAL ELECTRONICS TECHNICIAN	CURRENT	F	5789.33
	10/10/2013	F	5905.12
	10/01/2014	F	6023.22
	04/01/2015	F	6143.68
6166 METAL LATHER	CURRENT	F	4992.08
	10/10/2013	F	5091.92
	10/01/2014	F	5193.76
	04/01/2015	F	5297.64
7521 MILLWRIGHT	CURRENT	F	5088.70
	10/10/2013	F	5631.66
	10/01/2014	F	5744.29
	04/01/2015	F	5859.18
7519 MILLWRIGHT APPRENTICE	CURRENT	N30A F	4579.83
	10/10/2013	N30A F	5068.50
	10/01/2014	N30A F	5169.87
	04/01/2015	N30A F	5273.27
6973 PAINTER	CURRENT	F	4535.83
	10/10/2013	F	4626.55
	10/01/2014	F	4719.08
	04/01/2015	F	4813.46
9366 PAINTER, NC	CURRENT	FH	25.28
	10/10/2013	FH	25.79
	10/01/2014	FH	26.31
	04/01/2015	FH	26.84
6970 PAINTER APPRENTICE	CURRENT	N30A F	4082.24
	10/10/2013	N30A F	4163.88
	10/01/2014	N30A F	4247.16
	04/01/2015	N30A F	4332.10
6169 PLASTERER	CURRENT	F	5156.33
	10/10/2013	F	5259.46
	10/01/2014	F	5364.65
	04/01/2015	F	5471.94
7269 PLUMBER	CURRENT	F	6221.31
	10/10/2013	F	6345.74
	10/01/2014	F	6472.65
	04/01/2015	F	6602.10
7266 PLUMBER APPRENTICE	CURRENT	N30A F	5599.18
	10/10/2013	N30A F	5711.16
	10/01/2014	N30A F	5825.38
	04/01/2015	N30A F	5941.89
6454 POWER LINE WORKER	CURRENT	F	6155.62
	10/10/2013	F	6278.73
	10/01/2014	F	6404.30
	04/01/2015	F	6532.39
7745 REFRIGERATION MECHANIC	CURRENT	F	6221.31
	10/10/2013	F	6345.74
	10/01/2014	F	6472.65
	04/01/2015	F	6602.10

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7744 REFRIGERATION MECHANIC APPRENTICE	CURRENT	N30A	F	5848.03
	10/10/2013	N30A	F	5964.99
	10/01/2014	N30A	F	6084.29
	04/01/2015	N30A	F	6205.98
6290 ROOFER	CURRENT		F	4922.17
	10/10/2013		F	5020.61
	10/01/2014		F	5121.02
	04/01/2015		F	5223.44
6289 ROOFER APPRENTICE	CURRENT	N30A	F	4429.97
	10/10/2013	N30A	F	4518.57
	10/01/2014	N30A	F	4608.94
	04/01/2015	N30A	F	4701.12
6612 SR BLDG & EQUIPMENT MAINT WKR,AVRC	CURRENT	82A		3872.00
	10/10/2013	82J		3948.36
	10/01/2014	83F		4026.55
	04/01/2015	84C		4106.36
6258 SENIOR CARPENTER	CURRENT		F	5241.67
	10/10/2013		F	5346.50
	10/01/2014		F	5453.43
	04/01/2015		F	5562.50
7820 SENIOR COMMUNIC TOWER & LINE WORKER	CURRENT		F	5982.44
	10/10/2013		F	6102.09
	10/01/2014		F	6224.13
	04/01/2015		F	6348.61
6526 SENIOR DIGITAL COMM SYST TECHNICIAN	CURRENT		F	6398.77
	10/10/2013		F	6526.75
	10/01/2014		F	6657.29
	04/01/2015		F	6790.44
7323 SENIOR DRILLER	CURRENT		F	6006.73
	10/10/2013		F	6126.86
	10/01/2014		F	6249.40
	04/01/2015		F	6374.39
6472 SENIOR ELECTRICIAN	CURRENT		F	6463.37
	10/10/2013		F	6592.64
	10/01/2014		F	6724.49
	04/01/2015		F	6858.98
6536 SENIOR ELECTRONICS AUDIO TECHNICIAN	CURRENT		F	6078.83
	10/10/2013		F	6200.41
	10/01/2014		F	6324.42
	04/01/2015		F	6450.91
6546 SR ELECTRON COMMUNIC EQUIP INSTAL	CURRENT		F	4492.99
	10/10/2013		F	4582.85
	10/01/2014		F	4674.51
	04/01/2015		F	4768.00
6542 SENIOR ELECTRONICS COMMUNIC TECH	CURRENT		F	6398.77
	10/10/2013		F	6526.75
	10/01/2014		F	6657.29
	04/01/2015		F	6790.44

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6532 SENIOR MEDICAL ELECTRONICS TECH	CURRENT	F		6078.83
	10/10/2013	F		6200.41
	10/01/2014	F		6324.42
	04/01/2015	F		6450.91
6978 SENIOR PAINTER	CURRENT	F		4762.60
	10/10/2013	F		4857.85
	10/01/2014	F		4955.01
	04/01/2015	F		5054.11
7270 SENIOR PLUMBER	CURRENT	F		6532.39
	10/10/2013	F		6663.04
	10/01/2014	F		6796.30
	04/01/2015	F		6932.23
7663 SENIOR SHEET METAL WORKER	CURRENT	F		6323.33
	10/10/2013	F		6449.80
	10/01/2014	F		6578.80
	04/01/2015	F		6710.38
7852 SENIOR WATER SERVICE WORKER	CURRENT	80K	3751.64	4656.27
	10/10/2013	81G	3825.64	4749.36
	10/01/2014	82D	3900.64	4844.00
	04/01/2015	83A	3977.00	4940.00
6112 SENIOR WELDER	CURRENT	F		5867.34
	10/10/2013	F		5984.69
	10/01/2014	F		6104.38
	04/01/2015	F		6226.47
6118 SENIOR WELDER-FITTER	CURRENT	F		6532.39
	10/10/2013	F		6663.04
	10/01/2014	F		6796.30
	04/01/2015	F		6932.23
7659 SHEET METAL APPRENTICE	CURRENT	N30A F		5118.90
	10/10/2013	N30A F		5221.28
	10/01/2014	N30A F		5325.71
	04/01/2015	N30A F		5432.22
7662 SHEET METAL WORKER	CURRENT	F		6022.25
	10/10/2013	F		6142.70
	10/01/2014	F		6265.55
	04/01/2015	F		6390.86
6976 SIGN PAINTER	CURRENT	F		4535.83
	10/10/2013	F		4626.55
	10/01/2014	F		4719.08
	04/01/2015	F		4813.46
7754 STEAM FITTER	CURRENT	F		6221.31
	10/10/2013	F		6345.74
	10/01/2014	F		6472.65
	04/01/2015	F		6602.10
7751 STEAM FITTER APPRENTICE	CURRENT	N30A F		5848.03
	10/10/2013	N30A F		5964.99
	10/01/2014	N30A F		6084.29
	04/01/2015	N30A F		6205.98

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6175 TILE SETTER	CURRENT	F		5415.33
	10/10/2013	F		5523.64
	10/01/2014	F		5634.11
	04/01/2015	F		5746.79
3686 TRAFFIC SIGNAL ELECTRICIAN, PW	CURRENT	F		6155.62
	10/10/2013	F		6278.73
	10/01/2014	F		6404.30
	04/01/2015	F		6532.39
3684 TRAFFIC TECHNICIAN I	CURRENT	79H	3634.09	4509.64
	10/10/2013	80E	3705.73	4599.45
	10/01/2014	81B	3779.27	4690.73
	04/01/2015	81K	3853.45	4784.55
3685 TRAFFIC TECHNICIAN II	CURRENT	83H	4046.36	5026.55
	10/10/2013	84E	4126.73	5126.91
	10/01/2014	85B	4208.45	5229.00
	04/01/2015	85K	4292.09	5333.00
7847 WATER SERVICE HELPER I	CURRENT	69D	2754.91	3411.82
	10/10/2013	70A	2808.00	3478.00
	10/01/2014	70J	2864.00	3547.09
	04/01/2015	71F	2920.00	3616.64
7848 WATER SERVICE HELPER II	CURRENT	70L	2878.00	3564.36
	10/10/2013	71H	2934.00	3634.09
	10/01/2014	72E	2991.45	3705.73
	04/01/2015	73B	3050.45	3779.27
7849 WATER SERVICE WORKER	CURRENT	75F	3249.55	4026.55
	10/10/2013	76C	3313.36	4106.36
	10/01/2014	76L	3378.82	4187.82
	04/01/2015	77H	3444.91	4271.18
6110 WELDER	CURRENT	F		5587.93
	10/10/2013	F		5699.69
	10/01/2014	F		5813.68
	04/01/2015	F		5929.95
6117 WELDER-FITTER	CURRENT	F		6221.31
	10/10/2013	F		6345.74
	10/01/2014	F		6472.65
	04/01/2015	F		6602.10

B. Apprentice Rates.

Persons employed in classifications shown as being compensated on Note 30A in Section 1. A. above shall be compensated at the applicable monthly rate for each interval of employment on the apprentice or trainee item listed in the attached table entitled "NOTE 30A - TABLE OF APPRENTICE RATES". Advancement to the next

interval shall be contingent upon satisfactory performance of tasks and training, as defined on July 1, 1979, by the joint apprentice committee and/or other competent authority as established by the director of personnel.

- C. Effective September 1, 1992, notwithstanding any other provision of this MOU, persons in the bargaining unit, in the Department of Public Works, who, at the request of Management obtain or re-new a class "A" or "B" motor vehicle license, restricted chemical applicator certificate, or other license or certificate, that is not as normal practice, required for the class in which they are employed, shall be reimbursed for the specific cost of such license or certificate as charged by the issuing agency.

D. Apprenticeship

1. All Journey Level positions shall receive appropriate compensation above the full time apprentice employed by the county for that Craft under this MOU.
2. Within ninety (90) days of the ratification of this agreement, Management and Labor will convene a BU 411 Apprenticeship Program Committee to discuss, develop, and implement an Apprenticeship Program that will be of mutual benefit. This Committee shall sunset after successful implementation of the Apprenticeship Program and by mutual agreement of both parties.
3. The County of Los Angeles shall employ full time Apprentices as part of this MOU through the Joint Labor Management Apprenticeship programs of the Craft

Unions representing employees under this MOU and Management of the County of Los Angeles.

4. References to apprenticeship including, but not limited to wages, tables, percentages and language from the previous MOU shall be revised to facilitate implementation and employment of apprentices through the Joint Labor Management Apprenticeship programs of the Craft Unions representing employees under this MOU in the BU 411 Apprenticeship Program Committee.

NOTE 30A - TABLE OF APPRENTICE PERCENTAGE RATES

<u>ITEM NO.</u>	<u>CLASSIFICATION</u>	<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	<u>6TH</u>	<u>7TH</u>	<u>8TH</u>	<u>9TH</u>	<u>10TH</u>
6254	Carpenter Apprentice	40%	50%	60%	65%	70%	75%	80%	90%		
6280	Carpet and Linoleum Layer Apprentice	40%	45%	55%	65%	75%	85%	90%			
6468	Electrician Apprentice	40%	45%	50%	55%	60%	70%	80%	90%		
6540	Electronic Communications Technician Trainee	66.8%	66.8%	70.6%	70.6%						
6503	Elevator Mechanic Apprentice	50%	55%	60%	65%	70%	75%	80%	90%		
6702	Locksmith Apprentice	40%	50%	60%	70%	80%	90%				
6165	Metal Lather Apprentice	40%	50%	60%	65%	70%	75%	80%	85%	90%	

ITEM NO.	<u>CLASSIFICATION</u>	<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	<u>6TH</u>	<u>7TH</u>	<u>8TH</u>	<u>9TH</u>	<u>10TH</u>
7519	Millwright Apprentice	40%	50%	60%	65%	70%	75%	80%	90%		
6970	Painter Apprentice	40%	50%	60%	65%	70%	80%	90%			
7266	Plumber Apprentice	40%	40%	62%	62%	80%	80%	90%	90%		
7744	Refrigeration Mechanic Apprentice and										
7751	Steamfitter Apprentice	40%	46%	52%	58%	64%	70%	76%	82%	88%	94%
6289	Roofer Apprentice										
	1st 3 months	40%	50%	60%	70%	80%	90%				
	2nd 3 months	45%									
7659	Sheet Metal Apprentice	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%

Section 2.

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 3. Step Advances

- (a) Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- (b) If no performance review is filed as defined in (a) above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with paragraph (a) above, the employee may request his department head in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- (c) Grievances arising out of this section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with (b) above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.
 - (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- (d) During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an

agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 5. Elevator Adjustor Duties

Any employee in the unit, in the classification of Elevator Mechanic (Item 6504), who is regularly assigned to perform elevator adjusting duties shall be entitled to additional compensation in the amount of five (5) percent above the rate established for that classification in Article 7 of this Memorandum of Understanding. (Add bonus to base pay)

Section 6.

It is agreed and understood that a temporary employee appointed to a permanent position who has more than one year of full-time continuous service in a temporary position as of January 1, 1995, shall retain his/her current step placement for one year after his/her appointment to the permanent position. After one year, the employee shall advance to the next step of the salary range and shall remain on that step for one year.

Thereafter, the employee shall be placed on the step of the range of the permanent position to which he/she would be entitled if his/her entire continuous service on both the temporary and permanent positions had been on a permanent monthly basis.

Appointments to permanent positions shall be in accordance with applicable Civil Service Rules. This section shall terminate on September 30, 1995, but it is the intent of the parties that the foregoing provisions shall continue to apply to all eligible temporary employees appointed to a permanent position before that date.

The parties, agree that the provisions of this section are not intended to establish a precedent.

ARTICLE 8 SPECIAL PAY PRACTICES

Section 1. Call Back Pay

Whenever an employee is unexpectedly ordered by his department or district head to return to duty because of unanticipated work requirements, such return to duty shall be deemed to be a callback if the order to return is given to the employee following termination of his normal work shift and departure from his work location. Compensation for a callback shall be a minimum payment of four (4) hours of pay at a rate of time and one-half.

If an employee is unexpectedly called in within the two (2) hours before the start of the regularly-scheduled shift, it shall be considered an early shift start and not a callback. The employee shall be permitted, if work is available in the employee's classification, to work to the end of the regularly-scheduled shift. Work performed in excess of four (4) hours will be compensated for in accordance with the provisions of Article 9, Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial callback, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of callback.

Section 2. High Work

The parties agree to jointly recommend to the County's Board of Supervisors that said Board adopt and implement by amendment to the applicable provision of the Los Angeles

County Code that all employees in the Unit shall, in addition to all other compensation, receive 40 cents per hour commencing September 1, 1987 and 50 cents per hour commencing September 1, 1988, for each hour worked on a ladder, scaffold, swing stage or other like device at or above 30 feet above grade and subject to direct fall.

Section 3. Evening and Night Shift Differential

The parties agree to jointly recommend to the County's Board of Supervisors that said Board adopt and implement by amendment to the applicable provision of the Los Angeles County Code that:

Effective September 1, 1987, employee employed in a classification in this Unit who is assigned to a regularly established evening or night shift as defined herein shall receive a 50 cents per hour bonus for each hour worked during such shift. An evening shift is a regularly established work shift at least five-eighths of which fall between the hours of 4:00 p.m. and 11:00 p.m. A night shift is a regularly established work shift at least five-eighths of which fall between the hours of 9:00 p.m. and 8:00 a.m. The parties agree jointly to recommend to the County's Board of Supervisors that effective September 1, 1988, the evening, and night shift differential shall increase by ten cents (\$.10) per hour for a total of sixty cents (\$.60) per hour above the established rate for the classification.

Section 4. Standby Pay

Effective January 1, 2001, it is understood and agreed that employees in this Unit who are assigned regularly-scheduled periods of authorized standby service at off-duty times shall receive a \$0.75 per hour bonus for such service to a maximum of \$300.00 per month.

Effective January 1, 2002, it is understood and agreed that employees in this Unit who are assigned regularly-scheduled periods of authorized standby service at off-duty times shall receive a \$1.00 per hour bonus for such service to a maximum of \$400.00 per month.

- A. Management shall specify at the beginning of each quarterly period commencing September 1, 1987, the number of employees by classification that are required to be available for standby work. In the event an insufficient number of voluntary employees are available for such standby work, then the department may assign standby work to the employees on the basis of the least senior employees in the department being so assigned.
- B. Management will attempt to assign standby as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location; however, Management may consider special skills required to perform particular work in the making of such standby assignments.
- C. If an employee assigned to standby duty fails to respond when contacted, no compensation shall be paid for standby duty that day.

- D. No additional compensation for standby status shall be made since the employee placed on standby status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.
- E. Employee on standby duty when ordered to return to duty shall be covered by Article 8, Section 1, Call Back Pay, and shall not receive standby pay during the time they are receiving appropriate hourly rate of pay.

Section 5. Bonus Assignments

Whenever a permanent employee in a Journeyman or Senior Journeyman classification in this Unit is assigned to either: (1) Facilities Design and Planning functions in the Department of Health Services or Sheriff; or (2) the Production Management Section, Alterations and Improvements ; or Energy Management System Section (BEAS); or Project Management Section in the Facilities Operation Service of the Internal Services Department, the employee shall receive an additional bonus of 10 percent of the base monthly rate.

Section 6. Backhoe Compensation

Upon the annual review and approval of the Chief Executive Office, employees in the classification Water Service Worker, Item No. 7849, who are trained and are regularly

required to operate a backhoe in the performance of their duties, shall be paid at the step of the salary range for the classification of Item No. 7365, Utility Tractor Operator, which provides a salary increase. This additional compensation shall be paid only for that period of time actually spent operating a backhoe.

ARTICLE 9 WORK SCHEDULEPurpose

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

For purpose of work schedules, the normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15-minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within general area as prescribed by Management.

B. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section D), employees' work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Shift changes shall be for a minimum of five (5) consecutive days.

C. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

D. Alternate Work Schedules

Employees may request alternative work schedules such as a nine (9) day, 80-hour two-week schedule or a four (4) day, 40-hour week schedule. Management will respond to an employee's request within thirty (30) calendar days. Should a majority of bargaining unit employees at a County facility and/or work location request to work an alternate work schedule, Management has the option of placing all or some of the bargaining unit employees at the County facility and/or work location on the requested alternate work schedule. Any changes from existing work schedules will be based on the needs of the service as determined by Management.

Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

An employee who wants to submit a hardship request for review and consideration must submit his/her request to departmental Management within ten (10) calendar days of Management's notification to implement an alternate work schedule.

E. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. Emergencies shall be defined as acts of God, flood, fire, power failure, and other circumstances beyond the control of Management or an official emergency declared by the Board of Supervisors of the County of Los Angeles. Emergency assignments shall not extend beyond the period of such emergency.

- F. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

ARTICLE 10 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C 201 et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for the regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1 1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

- B. On or after October 1, 1995, at the employee's option, Compensatory Time Off (CTO) accrued during the period from October 1, 1993 through and including June 30, 1994 and remaining on the books may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

Section 2. Usage of Non-FLSA Earned Compensatory Time

- A. Employee shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off.

Requests for time off will be approved based on the needs of the service as determined by Management.

- B. With prior approval of departmental Management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.
- C. The overtime rate for employees in this Unit is one and one-half times an employee's regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

Section 3. Distribution of Overtime

Management shall assign overtime as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

Section 4. Notification

County Management will make every reasonable effort to give employees as much advance notice as practicable with the given circumstances surrounding an overtime assignment.

Section 5. Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provision of the 1982-85 Memorandum of Understanding shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 6. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management.

Section 7. Rotation of Overtime Assignment

Management will attempt to make any mandatory overtime assignments be on a rotating basis among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of mandatory overtime under this provision however, Management may consider special skills required to perform particular work.

ARTICLE 11 EMPLOYEE BENEFITS & LEAVES OF ABSENCE

Section 1.

The parties agree that the provisions of the Memorandum of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO, in effect during the term of this agreement shall apply to employees in this Unit, but are subject to change as a result of negotiations with this Unit.

Section 2. Pregnancy Leave

The parties agree that departmental Management shall grant leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedure as are determined by the Chief Executive Office and by the department head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her physician, may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury.

Section 3. Military Leave

The provision of Los Angeles County Code Section 6.20.080 (c) and applicable law, shall apply to the employee in the bargaining unit covered by this MOU.

Section 4. Jury Duty

Any employee in a permanent position who is ordered to serve on a jury shall be allowed the necessary time to be absent from work at his/her regular pay, provided he/she deposits any fees received for such jury service with the County treasurer. Further, upon prior notice from the employee, subject to receipt of a "Certificate of Jury Service," the department head will, when appropriate, and in accordance with regulations issued by the Chief Executive Officer, convert the employee's usual shift to the department's regular five-day (40 hours per week), Monday through Friday day shift, during the period of time he/she is subject to reporting to the court for jury duty.

Section 5. Witness Leave

Any full-time employee who is required to be absent from work by a subpoena properly issued by a court, or an agency or commission legally empowered to subpoena witnesses, which subpoena compels his/her presence as a witness, except as a party or as an expert witness, shall be allowed the time to be absent from work at his/her regular pay to comply with such subpoena, provided he/she deposits his/her fees received for such service with the County treasurer.

ARTICLE 12 TOOL REPLACEMENT

The County will repair or replace hand tools which are broken or damaged in County service or lost through verified theft from County property, and which tools the employee is required to possess by his department head and are listed by such department head on approved inventory list. Any hand tools replaced shall be replaced with comparable valued hand tools and such damaged or broken tools shall become the property of the County.

Management will replace personal hand tools lost through verified theft from County property provided that such loss is not caused by the employee's negligence.

It is understood that employees will be responsible for taking good care of their tools, both personal and County, and that they will be held responsible for obvious neglect and misuse. Management reserves the right to review cases where there are repeated or high frequency claims for tool replacement.

ARTICLE 13 UNIFORMS

Section 1.

A minimum of five (5) shirts and five (5) trousers and one (1) jacket will be provided, annually, to each full-time, permanent employee where Management requires that distinctive uniforms be worn by such persons rather than regular work clothes.

Section 2.

Management agrees to replace uniform items on as-needed basis.

Section 3.

Current full-time, permanent employees of Bargaining Unit 411 in the Sheriff's Department who are required to wear uniforms and who were initially issued three (3) shirts and three (3) trousers shall be issued, on a one-time only basis, one (1) additional shirt and one (1) additional trouser at the time of the next uniform replacement.

Section 3 shall terminate on June 30, 2002.

ARTICLE 14 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

- A. For the purpose of this Article, an out-of-class assignment is the full time performance of all the significant duties of an allocated, vacant, funded position in one class by an individual in another class.

- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, Management shall upon the employee's or union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this Article is to be paid;

return the employee to an assignment in his/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this Article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, he/she performs the out-of-class assignment and terminates when the conditions of this Article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this Article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign

employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this Article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this Memorandum of Understanding.

ARTICLE 15 BULLETIN BOARDS

Management will furnish for the Council bulletin board space not to exceed 17" x 27" for each major work location. The board shall be used only for the following subjects:

- A. Council recreation, social and related news bulletins;
- B. Scheduled Council meetings;
- C. Information concerning Council elections or the results thereof;
- D. Reports of official business of the Council including reports of committees of the Board of Directors; and
- E. Any other written material which first has been approved and initialed by an authorized representative of the department or district head. The designated representative must either approve or disapprove a request or posting within 48 hours, excluding Saturday, Sunday, and legal holidays, from the receipt of the material and the request to post it.

Prior to posting, all material shall be initialed by an authorized representative of the Council.

In case the Council represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by the Council at that work location.

ARTICLE 16 CONSULTATION

- A. County Management will meet with the Los Angeles County Building and Construction Trades Council or its credentialed representatives for the sole purpose of consultation prior to changing or revising job specifications or making significant changes in other working conditions of employees in this representation unit. It is understood and agreed that changes or revisions in job specifications will be accomplished in accordance with established Civil Service Rules and procedures.

- B. County of Los Angeles job classifications can be found on the Department of Human Resources website at: <http://dhrdcap.co.la.ca.us/classspec/index.cfm>.

ARTICLE 17 PERSONNEL FILES

An employee, or his certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his work performance or conduct if such statement is to be placed in his personnel file. The employee shall acknowledge that he has read such material by affixing his signature on the copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the arbitration provisions of the grievance procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his personnel file, an employee may request and have any written warnings issued more than two years prior removed from his personnel file except as such may be a part of an official permanent record.

ARTICLE 18 ACCESS TO WORK LOCATIONS

All credentialed Council representatives shall be given access to non-patient and non-security work locations during working hours to conduct grievance investigations and observe working conditions on the condition that Council representatives shall comply with the regulations established in this Article, and that Council representatives shall not interfere with work operations of any department or district of the County.

Headquarters Work Locations

When visiting any Department or District headquarters work location, Council representatives shall contact the personnel office prior to entering any work areas. The Council representative shall state the purpose of his visit, i.e., grievance investigation or observation of working conditions. The Management designate in the personnel office may deny access to work areas if it is deemed that a visit at that time shall interfere with the operations of the department. If access is denied, the Council representative shall be informed when access will be made available. Such access shall not be more than 24 hours (one business day), excluding Saturdays and Sundays and legal holidays, after the time of the Council representative's request, unless otherwise mutually agreed to.

Field Work Locations

Council representatives desiring access to field work locations shall either telephone the appropriate Management representative responsible for the district or yard or shall personally contact such Management representative upon entering any work location under his supervisor. The Management representative contacted may deny access to a

work location if he deems a visit at the time indicated shall interfere with the operations of the department or district. If access is denied, the Council representative shall be informed when access will be made available. Such access shall not be more than 24 hours (one business day), excluding Saturdays and Sundays and legal holidays, after the time of the Council representative's request, unless otherwise mutually agreed to.

Council Representative List

The Council shall give to each Department or District Head, having employees in the Unit, and the Chief Executive Officer a written list of the names of all authorized Council representatives, which list shall be kept current by the Council. Access to work locations shall only be granted to Council representatives on the current list.

Council Meetings

Council representatives shall fully comply with the procedures and requirements defined in the Director of Personnel's Rule #693 prior to holding any meeting with employees in any Department or District work location within the County.

ARTICLE 19 STEWARDS

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a reasonable number of stewards allowed for this Unit. The Council shall give each department head having employees in the Unit a written list of the names of employees selected as stewards which list shall be kept current by the Council.

The Council agrees that whenever investigation or the processing of grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Stewards desiring to leave their work locations to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work.

Upon entering other work locations, the steward shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

If the employee cannot be made available, the steward will be informed when the employee will be made available. The steward shall perform the aforementioned duties without loss of pay.

A steward shall not be transferred, or changed to a different work shift without Council approval as long as work for which he/she is qualified is available. This paragraph is not to be construed to limit changes resulting from promotion.

ARTICLE 20 SAFETY AND HEALTH

Section 1.

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. Council will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to alert unsafe and/or unhealthy practices, equipment and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisor. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his steward to the departmental safety representative.

On any matter of safety or health that is not resolved by the departmental safety representative within a reasonable period of time, the steward may confer with the departmental safety representative who will respond in writing.

If the steward is not satisfied with the response of the departmental safety representative, a Council business agent may consult with the Deputy Director, Disability Benefits/Health and Safety Branch of the Chief Executive Office or his designated representative. The representative of this branch shall investigate the matter and advise the Department Head and Council of his/her findings in the case and his/her recommendation, if any.

Section 2.

Protective measures shall be taken by the County to safeguard workers against exposure to any communicable diseases. Workers prior to working in areas or systems which may be contaminated shall be notified of such, given safety instructions and provide any safety equipment deemed necessary.

Section 3. First Aid Kits

The departmental safety representative will make every reasonable effort to maintain complete first aid kits. Such kits will be distributed among departmental facilities wherever feasible.

Section 4.

Management and Council mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the William-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Safety and Health Act of 1973.

Section 5.

The Council credentialed representative may, by prior notification to the work manager, attend scheduled safety meetings and participate in discussion of matters directly related thereto.

ARTICLE 21 LEAVES OF ABSENCE FOR UNION BUSINESS

Upon written request of the Employee Representative or the business manager of a Craft Council or Local Union Affiliate, one (1) employee in each major trade shall, where conditions permit, be granted a leave of absence without pay in accordance with Civil Service Rules. Said leave of absence shall not exceed one year, but may be renewed annually. Leaves shall be primarily for the purpose of conducting Union business with the County of Los Angeles.

The provisions of this Article do not apply to probationary and temporary employees.

ARTICLE 22 PAYROLL DEDUCTIONS AND DUES

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employees in this Unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period September 1st through September 30th, in any year of the contract by notifying the Union of their termination of Union dues deduction. This does not apply to agency shop fees. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled.

Section 3. Agency Shop

It is mutually agreed by the parties to this Memorandum of Agreement that they have agreed to the establishment of an agency shop agreement for this unit, pursuant to the provisions of Government Code section 3502.5(a). It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

A. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Bargaining Unit shall, as a condition of continued employment, either become a member of, or maintain their membership in, the appropriate craft union affiliated with the Los Angeles/Orange Counties Building and Construction Trades Council; or pay the appropriate craft union affiliated with the Los Angeles/Orange counties Building and Construction Trades Council ; a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop fee to a non-religious, non-labor charitable fund exempt from taxation under Section 501 (c) 3 of the Internal Revenue Service Code.

B. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the appropriate craft union affiliated with the Los Angeles/Orange Counties Building and

Construction Trades Council . Such employee shall, in lieu of periodic dues or Fair Share/Agency Shop Fees , pay sums equal to Fair Share/Agency Shop Fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such funds shall be paid through payroll deductions to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Bargaining Unit under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 2 shall continue in full force and effect . There shall be only one election during the term of this Memorandum of Understanding.

D. Union Responsibilities

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency fee payers to meaningfully challenge the propriety of the use of agency fees as provided in Chicago Teachers Union, Local No. 1, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedure shall be provided to non-member agency fee payers for each year the agency shop agreement is in effect.

E. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article shall be provided, through the employee's department, a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deduction of Union dues, Fair Share Fees, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

F. Employee Lists

The County will furnish the Union with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, date of hire into the Unit, classification title, item number, item sub, item step salary rate, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by the Memorandum of Understanding. This employee list shall be provided to the Union at a cost to be determined by the Auditor-Controller.

Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

G. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 23 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 24 EMPLOYEE LISTS

Section 1.

Management will provide the Council with a list of all employees including their home addresses in the Unit within thirty (30) days from the date of this Memorandum of Understanding. Additional lists may be provided at no less than four (4) month intervals when requested by the Council at a reasonable cost determined by the office of the Auditor-Controller.

Section 2.

Management will supply to all employees newly hired, promoted or transferred into this Unit, a form supplied by the Council which will advise such employees that the Building Trades Council is the certified bargaining representative of the Unit.

Section 3.

Management will notify the Council of new members/employees who will participate in New Employee Orientation (NEO). The Union representative may request access to department facilities to provide membership information to new members of this bargaining unit. Union representative will have the option to participate in new employee orientation for the sole purpose of providing employee information regarding Union membership.

ARTICLE 25 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Joint Council of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request For Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours, and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

ARTICLE 26 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither Building Trades Council nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 27 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppage, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 28 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State, and County laws and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or County laws, rules and regulations, or is otherwise mandated as invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 29 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. No employee covered by this Memorandum of Understanding shall receive any compensation or benefits other than those specifically set forth in the provisions of this agreement or required by Federal, State or County laws.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.
- D. The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 30 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his duly authorized representative (Address: 500 West Temple Street, Los Angeles, California 90012, Telephone: 974-2404) except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

- B. Los Angeles/Orange Counties Building & Construction Trades Council's principal authorized agent shall be its Executive Secretary, or his duly authorized representative (Address: 1626 Beverly Boulevard, Los Angeles, California 90026, Telephone: 483-4222).

ARTICLE 31 JOINT/LABOR - MANAGEMENT COMMITTEE

Section 1. Joint Labor Management Committee

A. Purpose

Management or Labor may request a discussion of County-wide issues that are of concern.

B. Procedure

1. Provide an agenda at least two weeks (ten business days) in advance of meeting
2. The agenda shall contain no more than three (3) items for discussion.
3. Not more than five (5) representatives from both Labor and Management with direct knowledge of agenda items may attend the Joint Labor Management Committee, absent operational impact.
4. Management and Labor will respond within sixty (60) calendar days.
5. If the meeting must be postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed upon by the parties.

6. The Committee shall consist of members from the current bargaining team for units 411/412 and management members from the Department of Parks and Recreation, Internal Services Department, Fire Department, Department of Health Services, Sheriff's Department , Department of Public Works and the Chief Executive Office (CEO).

Section 2. Labor Management Committee

A. Purpose

Management or Labor may request a discussion of departmental issues that are of concern.

B. Procedure

1. Provide an agenda at least two weeks (ten business days) in advance of meeting
2. The agenda shall contain no more than three (3) items for discussion.
3. Not more than three (3) representatives from both Labor and Management with direct knowledge of agenda items may attend the Labor Management Committee, absent operational impact.

4. Management and Labor will respond within sixty (60) calendar days.
5. If the meeting must be postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed upon by the parties.

ARTICLE 32 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance.

Section 2. Definitions

1. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his immediate supervisor.
2. "Business Days" means calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. Council agrees to encourage an employee to discuss his complaint with his immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - a. Inform an employee on any limitation of the department's authority to fully resolve the grievance; and
 - b. Supply the employee with the necessary information to process his grievance to the proper agency or authority.
 - c. The Council agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his written grievance, and to represent him in formal grievance meetings. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.

2. A County employee selected as a representative in a grievance is required to obtain the permission of his immediate supervisor to absent himself from his duties to attend a grievance meeting. The employee representative shall give his supervisor reasonable advance notice to ensure that his absence will not unduly interfere with departmental operations.

3. An employee may represent his grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.

2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify Council of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The Council representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the Council representative elects to attend any formal grievance meeting, he must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

Section 7. Procedure

Informal Step

Within ten business days from the occurrence of the matter on which a complaint is based, or within ten business days from knowledge of such occurrence, an employee is

encouraged to discuss his complaint in a meeting with his immediate supervisor. The supervisor shall verbally reply to the employee's complaint within ten business days from the date of the discussion.

Step 1. Supervisor

- A. Within ten business days from the date of the informal discussion with the supervisor, or within ten business days from the occurrence of the matter on which a complaint is based, or within ten business days from his knowledge of such occurrence, an employee shall file a formal written grievance.

Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she requests from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within ten business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by his/her department head. The department head has the authority to waive the middle

Management step if such step is not appropriate because of the size of his/her department. The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten business days from receipt of the grievance, the middle Management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3. Department Head

- A. Within ten business days from his/her receipt of the decision resulting from the previous step, the employee may appeal to the department head using the original copy of the grievance.
- B. Within ten business days from the receipt of the employee's grievance, the department head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employee.
- C. On matters that directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head or his/her designated representative shall be final, unless the grievance is submitted to arbitration pursuant to Section 8 hereof.

Section 8. Arbitration

1. Within thirty business days from the receipt of the written decision of the department head, or his/her designated representative, the Council may request that the grievance be submitted to arbitration as provided for hereinafter.
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - a. The interpretation, application, merits, or legality of any state or local laws or ordinance, including specifically all ordinances, adopted by County's Board of Supervisors; unless the arbitrator, in his discretion finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - b. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to discharges, reductions, discrimination; nor

- c. The interpretation, application merits or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County department, agency, or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - d. Grievances on competent or better performance evaluation which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event the Council desires to request a grievance, which meets the requirements of paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request for arbitration to the Employee Relations Division of the Chief Executive Office, which request shall:
- a. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
 - b. The parties shall select an arbitrator by mutual agreement and recommend to the Employee relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty working days from date of receipt of the request for arbitration, the parties shall request that the Employee

Relations Commission provide them with a panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission.

- c. Arbitration procedures conducted under the authority of this Article shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties to the case.
4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
5. Prior to a hearing by an arbitrator, a representative of the County and the Council shall meet and prepare a submission statement setting forth the issue(s) to be

determined which shall be submitted to the arbitrator. In the event the County and the Council cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

6. The decision of an arbitrator resulting from any arbitration of grievance hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within 60 days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Purpose

Implementation

Term

Renegotiation

Discrimination

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 33 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between the Council and Management concerning the interpretation or application of any of the provision of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where either the Council or Management has reason to believe that the other is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, such party may request in writing that a meeting be held with the authorized representatives of the other party who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set for the proposed resolution sought.

Within five (5) business days of receipt of the request of such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within fifteen (15) business days of such meeting, and in the event the matter is not satisfactorily resolved, the initiating party shall have the right to meet with the principal representative(s) of the other party who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean its Chief Executive Officer or his authorized representative, and any

other County department head or his authorized representative, who has authority to resolve the matter.

- C. Within 30 calendar days after the meeting provided in B above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 33 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article of this Memorandum of Understanding.

Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of the employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 33 hereof.

ARTICLE 34EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 133, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by the parties. If the parties cannot agree to a submission statement the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - a. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - b. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor

- c. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County department, agency, or Commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - d. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- a. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by the party on its behalf, including but not limited to witness fees.

- b. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by outside counsel, and 3) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within 10 working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within

sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Leaves of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 35 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and approved by the Department Head or designated management representative and the Chief Executive Office.

The Department shall notify an employee in writing of the approval or denial of his/her written request within 45 business days of receipt of the request for the additional responsibilities bonus.

If an employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CEO approval, he/she shall be returned to an assignment in his/her own classification and notified of the action in writing.

To qualify for this additional compensation on a full-time permanent employee must either:

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation. The bonus for being

assigned a special project or assignment shall be two standard salary schedules. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate; or

2. Performs all the significant duties of a higher level class for which there is no vacant funded position. The bonus shall be two standard salary schedules, unless the difference between the employee's class and the higher level class is less than two standard schedules. In this case, the bonus shall be the difference between the two classes. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate.

The bonus provision of paragraph 2 above does not apply to employees on short term higher level assignments of two weeks or less.

In no event shall an employee receive compensation pursuant to this Section and receive out of class bonus pursuant to Article 14 for the same assignment.

The additional compensation provided in this section shall not constitute a base rate.

ARTICLE 36 NOTICE OF LAYOFF

Section 1. Board Policy on Work Force Reduction

It is the intent of the parties during the term of this MOU to comply with the June 21st and April 4th, 1995 Board policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a. Discontinuing non-County contracted temporary personnel Government Code Section 31000 et seq. who perform functions comparable to County positions subject to demotion or layoff, and

- b. Take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off, will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's ongoing efforts to find alternative placement for employees

subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts and allow voluntary demotions before laying off any members of a bargaining unit.

Section 3. Notice Provisions for Layoffs and Demotions.

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

APPENDIX A.APPRENTICESHIP PROGRAM COMMITTEE

Within ninety (90) days of the ratification of this agreement, Management and Labor will convene a BU 411 Apprenticeship Program Committee to discuss, develop, and implement an Apprenticeship Program that will be of mutual benefit. The Committee shall sunset after successful implementation of the Apprenticeship Program and by mutual agreement of both parties.

References to the apprenticeship including, but not limited to wages, tables, percentages and language from the previous MOU shall be revised to facilitate implementation and employment of apprentices through the Joint Labor Management Apprenticeship Programs of the Crafts Union representing employees under this MOU in the BU 411 Apprenticeship Program Committee.

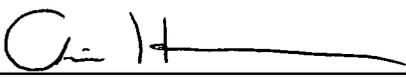
BU 411 Apprenticeship Program Committee Structure

- Management and Labor (CEO's office and the Council) shall each appoint a reasonable number of representatives to the BU 411 Apprenticeship Program Committee, absent operational impact.
- Management and Labor shall have an equal number of votes.
- Provide an agenda in advance of the meeting.

- Items that can be progressed without the full committee may be delegated to a subcommittee
- Management and Labor will respond in a timely manner, not exceeding sixty (60) calendar days.
- If the meeting must be postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed by the parties.
- The matters discussed by the parties here under shall be subject to advisory arbitration and shall not be binding upon any of the parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

LOS ANGELES BUILDING AND
CONSTRUCTION TRADES COUNCIL

By  _____
Council Representative

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By  _____
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISORY BUILDING AND
CONSTRUCTION TRADES AND OPERATING
ENGINEER EMPLOYEES REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of
the County of Los Angeles (hereinafter
referred to as "County")

AND

The Joint Council of Los Angeles/ Orange
Counties Building and Construction Trades
Council, AFL-CIO and the International
Union of Operating Engineers, Local 501,
ALF-CIO (hereinafter referred to as "Joint
Council").

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable state law, the Joint Council was certified on March 20, 1986, by the County's Employee Relations Commission (Employee Relations No. SEV 16-85) as the majority representative of County Supervisory Building and Construction Trades and Operating Engineer Employees Representation Unit (hereinafter "Unit or Joint Council") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes the Joint Council as the certified majority representative of the employees in said Unit.

The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in Article 7, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

Management shall recognize the Joint Council as the exclusive representative of the employees in said Unit subject to appropriate action of the Board of Supervisors and, if necessary, the Employee Relations Commission.

ARTICLE 2 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered herein; to provide an orderly and equitable means of resolving and misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to County's Board of Supervisors.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including Title 6 of the Los Angeles County Code, required to implement the full provisions of articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective October 10, 2013, or within 30 days following Board of Supervisors' action whichever is later. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on October 10, 2013, and shall expire at midnight, September 30, 2015, unless the parties have reached agreement on a successor Memorandum of Understanding by that date.

ARTICLE 5 RENEGOTIATIONSection 1.

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, during the period from June 15, 2015, to June 30, 2015, its written request to commence negotiations as well as its written proposals for such successor Memorandum of Understanding. Negotiations shall begin no later than 30 days unless the parties mutually agree to extend from date of receipt of aforementioned notice and proposals. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2015 an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

Section 2.

Notwithstanding the foregoing, if County rules, regulations, or laws are amended, subject to any necessary changes in State law, to allow implementation of agency shop and if either party hereto desires to negotiate changes limited to Article 22, Payroll Deductions and Dues, to implement agency shop, such party shall serve upon the other within 30 days after appropriate action by the County Board of Supervisors or 30 days after appropriate action by County Employee Relations Commission, whichever occurs later, its written request to do so as well as its initial written proposal.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and mutually agree to fully protect the rights of all employees covered hereby to join and participate in the activities of the member unions of the Los Angeles/Orange Counties Building & Construction Trades Council, AFL-CIO and the International Union of Operating Engineers, Local 501, AFL-CIO and all other rights in the Employee Relations Ordinance and Government Code, Section 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations, disability status, or other factors not directly related to the successful performance of the job.

ARTICLE 7 SALARIES

Section 1.

A. The parties agree jointly to recommend to the County's Board of Supervisors that said Board adopt the following relationships and implement salary adjustments, effective October 10, 2013, on the bases indicated, and thereafter effective on the dates of the salary adjustments for the benchmark class in the 411, Building Trades and Skilled Craftsmen Memorandum of Understanding (October 10, 2013 to 2015) or the 401, Plant Operating Engineers Memorandum of Understanding (October 1, 2013 to September 30, 2015).

<u>Item No.</u>	<u>Title</u>	<u>Basis for Adjustment Over Benchmark Classes</u>
7202	* Assistant Chief Stationary Engineer	15% over Stationary Engineer II
6213	Bridge Maintenance Supervisor	25% over Bridge Maintenance Worker
6617	Building & Equipment Maintenance Supervisor, AVRC	4 schedules over Building & Equipment Maintenance Worker, AVRC
6266	Carpenter Supervisor	15% over Carpenter
6263	Carpenter Working Supervisor	10% over Carpenter
6285	Carpet & Linoleum Layer Supervisor	15% over Carpet & Linoleum Layer
6283	Carpet & Linoleum Layer Working Supervisor	10% over Carpet & Linoleum Layer
6486	Chief Electrician Supervisor	22.5% over Electrician

<u>Item No.</u>	<u>Title</u>	<u>Basis for Adjustment Over Benchmark Classes</u>
7203	* Chief Stationary Engineer	25% over Stationary Engineer II
7824	Communications Tower & Line Supervisor	15% over Communications Tower & Line Worker
7822	Communications Tower & Line Working Supervisor	10% over Communications Tower & Line Worker
7317	Diamond Driller & Grouter Working Supervisor	10% over Diamond Driller & Grouter
6480	Electrician Supervisor	15% over Electrician
6477	Electrician Working Supervisor	10% over Electrician
6498	Electro-Mechanic Supervisor	15% over Electro-Mechanic
6495	Electro-Mechanic Working Supervisor	10% over Electro-Mechanic
6538	Electronics Audio Technician Supervisor	15% over Electronic Audio Technician
6544	Electronics Communications Technician Supervisor	15% over Electronic Communications Technician
6543	Electronics Communications Tech Working Supervisor	10% over Electronic Communications Technician
6510	Elevator Mechanic Supervisor	15% over Elevator Mechanic
6507	Elevator Mechanic Working Supervisor	10% over Elevator Mechanic
6271	Head, Carpentry Crafts, Mechanical	22.5% over Carpenter
6484	Head, Electrical Crafts, ISD	22.5% over Electrician
6514	Head, Elevator Crafts, ISD	22.5% over Elevator Mechanic
7277	Head, Plumbing Crafts, ISD	22.5% over Plumber

<u>Item No.</u>	<u>Title</u>	<u>Basis for Adjustment Over Benchmark Classes</u>
7765	Head, Steam Fitter & Refrigeration Crafts, ISD	22.5% over Steam Fitter
7742	Heat & Frost Insulator Supervisor	15% over Heat & Frost Insulator
7741	Heat & Frost Insulator Working Supervisor	10% over Head & Frost Insulator
6707	Locksmith Supervisor	15% over Locksmith
6706	Locksmith Working Supervisor	10% over Locksmith
6184	Mason Supervisor	15% over Plasterer
6181	Mason Working Supervisor	10% over Plasterer
6533	Medical Electronics Technician Working Supervisor	10% over Medical Electronics Technician
7525	Millwright Supervisor	15% over Millwright
7523	Millwright Working Supervisor	10% over Millwright
6982	Painter Supervisor	15% over Painter
6979	Painter Working Supervisor	10% over Painter
7275	Plumber Supervisor	15% over Plumber
7272	Plumber Working Supervisor	10% over Plumber
6456	Power Line Working Supervisor	10% over Power Line Worker
7747	Refrigeration Mechanic Working Supervisor	10% over Refrigeration Mechanic
6294	Roofer Supervisor	15% over Roofer
6292	Roofer Working Supervisor	10% over Roofer
6483	Senior Electrician Supervisor	20% over Electrician
6499	Senior Electro-Mechanic Supervisor	20% over Electro-Mechanic

<u>Item No.</u>	<u>Title</u>	<u>Basis for Adjustment Over Benchmark Classes</u>
7668	Sheet Metal Supervisor Worker	15% over Sheet Metal
7665	Sheet Metal Working Supervisor Worker	10% over Sheet Metal
7763	Steam Fitter & Refrigeration Supervisor	15% over Steam Fitter
7760	Steam Fitter & Refrigeration Working Supervisor	10% over Steam Fitter
7757	Steam Fitter Supervisor	15% over Steam Fitter
7753	Steam Fitter Working Supervisor	10% over Steam Fitter
6529	Supervising Digital Systems Technician	15% over Digital Systems Technician
7227	* Wastewater Treatment Plant Operator Supervisor	15% over Wastewater Treatment Plant Operator
6121	Welder-Fitter Supervisor	15% over Welder-Fitter
6120	Welder-Fitter Working Supervisor	10% over Welder-Fitter
6114	Welder Working Supervisor	10% over Welder

* The initial salary increase of January 1, 2005, for these classes whose salaries are tied to subordinate benchmark classes in Bargaining Unit 401 shall not be implemented until the Board of Supervisors' adopts the successor 401 Memorandum of Understanding for the term January 1, 2004, to September 30, 2006.

B. The salaries for classes shown below shall be effective on the dates indicated.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
7202	ASSISTANT CHIEF STATIONARY ENGINEER	CURRENT		F		6946.01
		10/10/2013		F		7084.93
		10/01/2014		F		7226.63
		04/01/2015		F		7371.16
6550	AUDIO, VIDEO, & SEC SYST TECH SUPVR	CURRENT		F		7008.16
		10/10/2013		F		7148.32
		10/01/2014		F		7291.29
		04/01/2015		F		7437.12
6213	BRIDGE MAINTENANCE SUPERVISOR	CURRENT		F		6259.42
		10/10/2013		F		6384.61
		10/01/2014		F		6512.30
		04/01/2015		F		6642.55
6617	BLDG & EQUIPMENT MAINT SUPVR, AVRC	CURRENT		84A	4086.00	5076.00
		10/10/2013		84J	4167.45	5177.82
		10/01/2014		85F	4250.27	5281.00
		04/01/2015		86C	4334.64	5385.73
6266	CARPENTER SUPERVISOR	CURRENT		F		5740.88
		10/10/2013		F		5855.70
		10/01/2014		F		5972.81
		04/01/2015		F		6092.27
6263	CARPENTER WORKING SUPERVISOR	CURRENT		F		5491.28
		10/10/2013		F		5601.11
		10/01/2014		F		5713.13
		04/01/2015		F		5827.39
6283	CARPET & LINOLEUM LAYER WKG SUPVR	CURRENT		F		5693.25
		10/10/2013		F		5807.12
		10/01/2014		F		5923.26
		04/01/2015		F		6041.73
6486	CHIEF ELECTRICIAN SUPERVISOR	CURRENT		F		7540.62
		10/10/2013		F		7691.43
		10/01/2014		F		7845.26
		04/01/2015		F		8002.17
7203	CHIEF STATIONARY ENGINEER	CURRENT		F		7534.89
		10/10/2013		F		7685.59
		10/01/2014		F		7839.30
		04/01/2015		F		7996.09
7824	COMMUNICATIONS TOWER & LINE SUPVR	CURRENT		F		6552.18
		10/10/2013		F		6683.22
		10/01/2014		F		6816.88
		04/01/2015		F		6953.22

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7822 COMMUNICATIONS TOWR & LINE WKG SPVR	CURRENT	F	6267.29
	10/10/2013	F	6392.64
	10/01/2014	F	6520.49
	04/01/2015	F	6650.90
6529 DIGITAL COMM SYST TECH SUPERVISOR	CURRENT	F	7008.16
	10/10/2013	F	7148.32
	10/01/2014	F	7291.29
	04/01/2015	F	7437.12
7324 DRILLER SUPERVISOR	CURRENT	F	6578.75
	10/10/2013	F	6710.33
	10/01/2014	F	6844.54
	04/01/2015	F	6981.43
6480 ELECTRICIAN SUPERVISOR	CURRENT	F	7078.94
	10/10/2013	F	7220.52
	10/01/2014	F	7364.93
	04/01/2015	F	7512.23
6477 ELECTRICIAN WORKING SUPERVISOR	CURRENT	F	6771.19
	10/10/2013	F	6906.61
	10/01/2014	F	7044.74
	04/01/2015	F	7185.63
6498 ELECTRO-MECHANIC SUPERVISOR	CURRENT	F	7078.94
	10/10/2013	F	7220.52
	10/01/2014	F	7364.93
	04/01/2015	F	7512.23
6495 ELECTRO-MECHANIC WORKING SUPERVISOR	CURRENT	F	6771.19
	10/10/2013	F	6906.61
	10/01/2014	F	7044.74
	04/01/2015	F	7185.63
6538 ELECTRONICS AUDIO TECHNICIAN SUPVR	CURRENT	F	6657.72
	10/10/2013	F	6790.87
	10/01/2014	F	6926.69
	04/01/2015	F	7065.22
6544 ELECTRONICS COMMUNIC TECH SUPVR	CURRENT	F	7008.16
	10/10/2013	F	7148.32
	10/01/2014	F	7291.29
	04/01/2015	F	7437.12
6543 ELECTRONICS COMMUNIC TECH WKG SUPVR	CURRENT	F	6703.48
	10/10/2013	F	6837.55
	10/01/2014	F	6974.30
	04/01/2015	F	7113.79
6510 ELEVATOR MECHANIC SUPERVISOR	CURRENT	F	7800.88
	10/10/2013	F	7956.90
	10/01/2014	F	8116.04
	04/01/2015	F	8278.36
6507 ELEVATOR MECHANIC WORKING SUPVR	CURRENT	F	7461.70
	10/10/2013	F	7610.93
	10/01/2014	F	7763.15
	04/01/2015	F	7918.41

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6484 HEAD, ELECTRICAL CRAFTS, ISD	CURRENT	F	7540.62
	10/10/2013	F	7691.43
	10/01/2014	F	7845.26
	04/01/2015	F	8002.17
6514 HEAD, ELEVATOR CRAFTS, ISD	CURRENT	F	8309.60
	10/10/2013	F	8475.79
	10/01/2014	F	8645.31
	04/01/2015	F	8818.22
7277 HEAD, PLUMBING CRAFTS, ISD	CURRENT	F	7621.09
	10/10/2013	F	7773.51
	10/01/2014	F	7928.98
	04/01/2015	F	8087.56
7765 HEAD, STEAM FIT & REFRIG CRAFTS, ISD	CURRENT	F	7621.09
	10/10/2013	F	7773.51
	10/01/2014	F	7928.98
	04/01/2015	F	8087.56
7741 HEAT & FROST INSULATOR WKG SUPVR	CURRENT	F	6560.70
	10/10/2013	F	6691.91
	10/01/2014	F	6825.75
	04/01/2015	F	6962.27
6707 LOCKSMITH SUPERVISOR	CURRENT	F	5740.88
	10/10/2013	F	5855.70
	10/01/2014	F	5972.81
	04/01/2015	F	6092.27
6184 MASON SUPERVISOR	CURRENT	F	5929.76
	10/10/2013	F	6048.36
	10/01/2014	F	6169.33
	04/01/2015	F	6292.72
6181 MASON WORKING SUPERVISOR	CURRENT	F	5671.98
	10/10/2013	F	5785.42
	10/01/2014	F	5901.13
	04/01/2015	F	6019.15
6533 MEDICAL ELECTRONICS TECH WKG SUPVR	CURRENT	F	6368.29
	10/10/2013	F	6495.66
	10/01/2014	F	6625.57
	04/01/2015	F	6758.08
7525 MILLWRIGHT SUPERVISOR	CURRENT	F	5851.99
	10/10/2013	F	6476.40
	10/01/2014	F	6605.93
	04/01/2015	F	6738.05
6982 PAINTER SUPERVISOR	CURRENT	F	5216.21
	10/10/2013	F	5320.53
	10/01/2014	F	5426.94
	04/01/2015	F	5535.48
6979 PAINTER WORKING SUPERVISOR	CURRENT	F	4989.39
	10/10/2013	F	5089.18
	10/01/2014	F	5190.96
	04/01/2015	F	5294.78

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7275 PLUMBER SUPERVISOR	CURRENT	F		7154.51
	10/10/2013	F		7297.60
	10/01/2014	F		7443.55
	04/01/2015	F		7592.42
7272 PLUMBER WORKING SUPERVISOR	CURRENT	F		6843.45
	10/10/2013	F		6980.32
	10/01/2014	F		7119.93
	04/01/2015	F		7262.33
6456 POWER LINE WORKING SUPERVISOR	CURRENT	F		6771.19
	10/10/2013	F		6906.61
	10/01/2014	F		7044.74
	04/01/2015	F		7185.63
7747 REFRIGERATION MECHANIC WKG SUPVR	CURRENT	F		6843.45
	10/10/2013	F		6980.32
	10/01/2014	F		7119.93
	04/01/2015	F		7262.33
7857 REGIONAL WATER SERVICE SUPT	CURRENT	99E	6198.45	7700.36
	10/10/2013	100B	6321.73	7853.55
	10/01/2014	100K	6447.55	8009.91
	04/01/2015	101G	6576.09	8169.55
6294 ROOFER SUPERVISOR	CURRENT	F		5660.52
	10/10/2013	F		5773.73
	10/01/2014	F		5889.20
	04/01/2015	F		6006.98
6292 ROOFER WORKING SUPERVISOR	CURRENT	F		5414.41
	10/10/2013	F		5522.70
	10/01/2014	F		5633.15
	04/01/2015	F		5745.81
7668 SHEET METAL SUPERVISOR	CURRENT	F		6925.57
	10/10/2013	F		7064.08
	10/01/2014	F		7205.36
	04/01/2015	F		7349.47
7665 SHEET METAL WORKING SUPERVISOR	CURRENT	F		6624.46
	10/10/2013	F		6756.95
	10/01/2014	F		6892.09
	04/01/2015	F		7029.93
7763 STEAM FITTER & REFRIGERATION SUPVR	CURRENT	F		7154.51
	10/10/2013	F		7297.60
	10/01/2014	F		7443.55
	04/01/2015	F		7592.42
7760 STEAM FITTER & REFRIG WKG SUPVR	CURRENT	F		6843.45
	10/10/2013	F		6980.32
	10/01/2014	F		7119.93
	04/01/2015	F		7262.33
7757 STEAM FITTER SUPERVISOR	CURRENT	F		7154.51
	10/10/2013	F		7297.60
	10/01/2014	F		7443.55
	04/01/2015	F		7592.42

7753 STEAM FITTER WORKING SUPERVISOR	CURRENT	F		6843.45
	10/10/2013	F		6980.32
	10/01/2014	F		7119.93
	04/01/2015	F		7262.33
7227 WASTEWATER TREATMENT PLANT OPR SUPV	CURRENT	F		6932.12
	10/10/2013	F		7070.76
	10/01/2014	F		7212.18
	04/01/2015	F		7356.42
7856 WATER SERVICE SUPERVISOR	CURRENT	91D	4977.09	6183.09
	10/10/2013	92A	5076.00	6306.00
	10/01/2014	92J	5177.82	6431.82
	04/01/2015	93F	5281.00	6559.91
6121 WELDER-FITTER SUPERVISOR	CURRENT	F		7154.51
	10/10/2013	F		7297.60
	10/01/2014	F		7443.55
	04/01/2015	F		7592.42
6120 WELDER-FITTER WORKING SUPERVISOR	CURRENT	F		6843.45
	10/10/2013	F		6980.32
	10/01/2014	F		7119.93
	04/01/2015	F		7262.33

Section 2. Step Advances

- a. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.
 - (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.

- (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

The parties having jointly reviewed and considered available salary and wage information and data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

ARTICLE 8 SPECIAL PAY PRACTICES

Section 1.

All MOU 412 classifications shall receive the same Standby Pay as MOU 411 classifications.

The following classifications shall receive the same bonus amounts for Relief Bonus, Cogeneration Hydroelectric Operation/Maintenance Bonus, and Shift Differential as is paid to classifications in bargaining Unit 401, Plant Operating Engineers.

- 7202 Assistant Chief Stationary Engineer
- 7203 Chief Stationary Engineer
- 7227 Waste Water Treatment Plant Operator
 Supervisor

All other classes in the unit shall receive the same amounts for the above bonuses as are paid classes in bargaining Unit 411, Building Trades and Skilled Craftsmen.

Section 2. Assignment of Additional Responsibilities

Any permanent full-time employee shall be entitled to additional compensation of 5.5% above the established base rate for their classification for the performance of additional responsibilities which are assigned or approved by the Department Head, and approved by the Chief Executive Officer. This additional compensation shall begin on the first day the additional responsibilities are performed and shall end on the day the additional responsibilities are no longer performed. In no event shall an employee receive

compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 14, Out-of-Class Assignments for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

Section 3. Call Back

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his normal work shift or normal workweek and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 10, Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and

not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 4. Compensation for Holidays Worked

Any shift employee in this Unit who is scheduled to work on defined holidays per the County Code and who, prior to January 1 of each year, elects to be paid for holidays worked in lieu of accruing deferred holiday leave, shall be paid eight (8) hours at straight time rates for each holiday worked. Holiday pay is for holiday work and shall not be considered or paid as overtime under the terms of this agreement.

ARTICLE 9 WORK SCHEDULEPurpose

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

1. The normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15 minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within general area as prescribed by management.

2. For persons working a post position, the workweek shall average five (5) workdays and at least two (2) consecutive rest days per week exclusive of holidays. Eight (8) consecutive hours of work shall constitute the workday for post position employees. Post position employees will be permitted time to eat on shift when conditions permit.

B. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section D), employees' work

schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Shift changes shall be for a minimum of five (5) consecutive days.

C. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

D. Emergencies

Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

E. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

F. The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, management may direct the employee to take off an

equivalent number of hours during the same work week. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same work week.

G. Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

ARTICLE 10 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) hours in one week. "hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

Supervisors that receive phone calls from the Department after normal work hours regarding assistance, guidance, or clarity of work assignments for staff, will be entitled to compensation.

Overtime shall be earned, credited and paid or taken off in increments of 15 minutes.

If a supervisor accepts a call after hours and provides assistance, they shall be compensated at their respective overtime rate of pay of fifteen (15) minute increments. Subsequently, if additional calls are received within the same fifteen (15) minute period, no additional time will be compensated.

Calls received after the passing of the previously compensated fifteen (15) minutes will constitute a new fifteen (15) minute period.

The receipt of a call must be documented upon the next normal business day with detailed documentation as to what transpired. Indicate if any additional work was directly performed or if staff was assigned to address the issue.

- B. Effective July 1, 1996, an employee may elect to accrue up to 30 hours of FLSA overtime worked to be used as compensatory time off in lieu of pay, at the rate of one and one-half (1 ½) hours for each hour of overtime worked. An employee who wants to use his/her accumulated compensatory time must submit a written request ten working days in advance of the dates for which time off is desired. Such accumulated compensatory time may be taken off by an employee subject to departmental staffing considerations and with prior approval of departmental management.

Employees may not accrue overtime hours which are worked during a Board of Supervisors, State, or Federally declared emergency and/or disaster periods, unless Management approves the accrual of such overtime hours.

Section 2. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.

Section 3. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by management.

Section 4. Compensatory Time Off

On or after August 1, 1995, at the employee's option, Compensatory Time Off (CTO) accrued during the period October 1, 1993 through and including June 30, 1994 and remaining on the books may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

ARTICLE 11 EMPLOYEE BENEFITS & LEAVES OF ABSENCE

Section 1.

The parties agree that the provisions of the Memorandum of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL CIO, in effect during the term of this agreement shall apply to employees in this Unit, but are subject to change as a result of negotiations with this Unit.

Section 2. Pregnancy Leave

The parties agree that departmental Management shall grant leave of absence without pay to any full time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedure as are determined by the Chief Executive Office and by the department head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her physician, may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury.

Section 3. Military Leave

The provision of Los Angeles County Code Section 6.20.080 (c) and applicable law, shall apply to the employee in the bargaining unit covered by this MOU.

Section 4. Jury Duty

Any employee in a permanent position who is ordered to serve on a jury shall be allowed the necessary time to be absent from work at his/her regular pay, provided he/she deposits any fees received for such jury service with the County treasurer. Further, upon prior notice from the employee, subject to receipt of a "Certificate of Jury Service," the department head will, when appropriate, and in accordance with regulations issued by the Chief Executive Officer, convert the employee's usual shift to the department's regular five-day (40 hours per week), Monday through Friday day shift, during the period of time he/she is subject to reporting to the court for jury duty.

Section 5. Witness Leave

Any full-time employee who is required to be absent from work by a subpoena properly issued by a court, or an agency or commission legally empowered to subpoena witnesses, which subpoena compels his/her presence as a witness, except as a party or as an expert witness, shall be allowed the time to be absent from work at his/her regular pay to comply with such subpoena, provided he/she deposits his/her fees received for such service with the County treasurer.

ARTICLE 12 TOOL REPLACEMENT

Section 1. Tool Replacement

The County will repair or replace hand tools which are broken or damaged in the County service or lost through verified theft from County property, and which tools the employee is required to possess by his department head and are listed by such department head on approved inventory list. Any hand tools replaced shall be replaced with comparable valued hand tools and such damaged or broken tools shall become the property of the County.

Management will replace personal hand tools lost through verified theft from County property provided that such loss is not caused by the employee's negligence.

It is understood that employees will be responsible for taking good care of their tools, both personal and County, and that they will be held responsible for obvious neglect and misuse. Management reserves the right to review cases where there are repeated or high frequency claims for tool replacement.

ARTICLE 13 UNIFORMS

Section 1.

A minimum of five (5) shirts and five (5) trousers and one (1) jacket will be provided, annually, to each full-time, permanent employee where Management requires that distinctive uniforms be worn by such persons rather than regular work clothes.

Section 2.

Management agrees to replace uniform items on as-needed basis.

Section 3.

Current full-time, permanent employees of Bargaining Unit 411 in the Sheriff's Department who are required to wear uniforms and who were initially issued three (3) shirts and three (3) trousers shall be issued, on a one-time only basis, one (1) additional shirt and one (1) additional trouser at the time of the next uniform replacement.

Section 3 shall terminate on June 30, 2002.

ARTICLE 14 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated funded position in one class by an individual in another class.

- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall upon the employee's or union's written request for relief either:

Appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid; or

Return the employee to an assignment in his/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this Article is to be paid; or

Pay the employee the bonus. The bonus is paid from the date of request for relief, he/she performs the out-of-class assignment and terminates when the conditions of this Article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this Article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classifications work, or to assign

employees out-of-class for the purpose of training without any additional compensation for the duration of such training (established training programs). Any such training program shall have a specific period of duration. Such training period may be extended, by mutual agreement of the employee and management, if necessary for the employee to complete the program. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 15 BULLETIN BOARDS

Management will furnish and maintain Unit bulletin board space agreeable to the parties at locations where employees covered by this Understanding are employed. The boards shall be used only for the following subject:

- A. Union recreational, social and related news bulletins;
- B. Scheduled Union meetings;
- C. Information concerning Union elections or the results thereof;
- D. Reports of official business of Union including reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved by the department or district head.

Prior to posting, material described in Paragraph E above shall be initialed by an authorized representative of both Unit and the applicable department or district head. Bulletins requiring approval shall be acted upon within one (1) normal working day.

In cases where Unit represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by Unit at that work location.

ARTICLE 16 CONSULTATION

- A. Management will meet with the Joint Council or its credentialed representatives for the sole purpose of consultation when changing or reviewing job specifications or making significant changes in other working conditions of the employee in representation unit. It is understood and agreed that changes or revisions in job specifications will be accomplished in accordance with established Civil Service rules and procedures.
- B. County of Los Angeles job classifications can be found on the Department of Human Resources website at: <http://dhrdcap.co.la.ca.us/classspec/index.cfm>.

ARTICLE 17 PERSONNEL FILES

An employee or his certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental management regarding his work performance or conduct if such statement is to be placed in his personnel file. The employee shall acknowledge that he has read such material by affixing his signature on the copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official files until the grievance procedure or civil service appeal rights have been exhausted. Grievance under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his personnel file, an employee may request and have any written warnings issued more than two years prior removed from his personnel file except as such may be part of an official permanent record.

ARTICLE 18 ACCESS TO WORK LOCATIONS

All credentialed Joint Council representatives shall be given access to non-patient and non-security work locations during working hours to conduct grievance investigations and observe working conditions on the condition that Joint Council representatives shall comply with the regulations established in this Article, and that Joint Council representatives shall not interfere with work operations of any department or district of the County.

Headquarters Work Locations

When visiting any Department or District headquarters work location, Joint Council representatives shall contact the personnel office prior to entering any work areas. The Joint Council representative shall state the purpose of his visit, i.e., grievance investigation or observation of working conditions. The management designate in the personnel office may deny access to work areas if it is deemed that a visit at that time shall interfere with the operations of the department. If access is denied, the Joint Council representative shall be informed when access will be made available. Such access shall not be more than 24 hours, excluding Saturdays and Sundays and legal holidays, after the time of the Joint Council representative's request, unless otherwise mutually agreed to.

Field Work Locations

Joint Council representatives desiring access to field work locations shall either telephone the appropriate management representative responsible for the district or yard or shall personally contact such management representative upon entering any work location under his supervisor. The management representative contacted may deny access to a

work location if he deems a visit at the time indicated shall interfere with the operations of the department or district. If access is denied, the Joint Council representative shall be informed when access will be made available. Such access shall not be more than 24 hours, excluding Saturdays and Sundays and legal holidays, after the time of the Joint Council representative's request, unless otherwise mutually agreed to.

Joint Council Representative List

The Joint Council shall give to each Department or District Head, having employees in the unit, and the Chief Executive Officer a written list of the names of all authorized Joint Council representatives, which list shall be kept current by the Joint Council. Access to work locations shall only be granted to Joint Council representatives on the current list.

Joint Council Meetings

Joint Council representatives shall fully comply with the procedures and requirements defined in the Director of Personnel's Rule #693 prior to holding any meeting with employees in any Department.

ARTICLE 19 STEWARDS

It is agreed and understood by the parties to this Memorandum of Understanding that there shall be a reasonable number of stewards allowed for this Unit. The Joint Council shall give each Department Head having employees in the Unit a written list of the names of employees selected as stewards which list shall be kept current by the Joint Council.

The Joint Council agrees that whenever investigation or the processing of grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Stewards desiring to leave their work locations to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work.

Upon entering other work locations, the steward shall inform the cognizant supervisor of the nature of his business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward will be informed when the employee will be made available. The steward shall perform the aforementioned duties without loss of pay.

ARTICLE 20 SAFETY AND HEALTHSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. Joint Council will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment, and conditions and to report any such unsafe practices or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his Steward to the local facility Safety Officer or the Departmental Safety Officer, if there is no local Safety Officer.

On any matter of safety that is not resolved by the Safety Officer within a reasonable period of time, the Steward may confer with the Safety Officer who will respond in writing.

If the Steward is not satisfied with the response of the Safety Officer, a Joint Council Business Representative may consult with the Chief of the Workers' Compensation & Occupational Health Branch of the Department of Personnel or his designate. A representative of such Branch shall investigate the matter and advise the department head and Joint Council of his findings and recommendations, if any.

ARTICLE 21 LEAVES OF ABSENCE FOR UNION BUSINESS

Upon written request of the Employee Representative or the business manager of a Craft Council or Local Union Affiliate, one employee in each major trade shall, where conditions permit, be granted a leave of absence without pay in accordance with Civil Service Rules. Said leave of absence shall not exceed one year, but may be renewed annually. Leaves shall be primarily for the purpose of conducting Union business with the County of Los Angeles.

ARTICLE 22 PAYROLL DEDUCTIONS AND DUES

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period September 1 through September 30th, in any year of the contract, by notifying the Union of their termination of Union dues deduction.

This does not apply to agency fee payers. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which

dues deductions are to be canceled. The union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3. Agency Shop

If a majority of those employees voting, vote in favor of agency shop, then the following provisions shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term, "Agency Shop," means that every employee represented by this Bargaining Unit shall as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues; or pay a sum equal to the Agency Shop fee to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c) 3 of the Internal Revenue Service Code.

B. Religious Objections

An employee, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share dues, pay sums equal to Agency Shop fees to a non-religious, non-labor charitable fund exempt

from taxation under Section 501 (c)(3) of the Internal Revenue Service Code. Such funds shall be paid through payroll deductions to eligible charitable agencies through the Los Angeles County Charitable Giving Program.

C. Agency Shop

It is mutually agreed by the parties that, effective January 1, 2004, this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

D. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Bargaining Unit under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this Memorandum of Understanding.

E. Union Responsibilities – Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency fee payers to meaningfully challenge the propriety of the use of agency fees as provided in Chicago Teachers Union, Local

No. 1., AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedure shall be provided to non-members agency fee payers for each year that the agency shop agreement is in effect.

F. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. Employee Lists

The County will furnish the Union with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, date of hire into the Unit, classification title, item number, item sub, item step salary rate, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. This employee list shall be provided to the Union at a cost to be determined by the Auditor-Controller. Such lists shall include new hires, and employees promoted, demoted, or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective date of employees leaving this Bargaining Unit.

H. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may rise as a result of the application of the provisions of this Article.

ARTICLE 23 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent department, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 24 EMPLOYEE LISTS

Section 1.

Management will provide each member of the Council a list of all employees with addresses and separated by union membership and agency fee upon request.

Section 2.

Management will supply to all employees newly hired, promoted or transferred into this Unit, a form supplied by the Council which will advise such employees that the Building Trades Council is the certified bargaining representative of the Unit.

Section 3.

The Union representative will be granted access to department facilities to provide membership information to new members of this bargaining unit.

ARTICLE 25 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Joint Council of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

ARTICLE 26 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither Joint Council nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 27 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppage, strikes, slowdowns, or picketing shall be caused or sanctioned by the Joint Council, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Joint Council fails to exercise good faith in halting the work interruption, the Joint Council and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 28 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable federal, state, and county laws and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of federal, state, or County laws, rules and regulations, or is otherwise mandated as invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 29 FULL UNDERSTANDING, MODIFICATION, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. No employee covered by this Memorandum of Understanding shall receive any compensation or benefits other than those specifically set forth in the provisions of this agreement or required by Federal, State or County law.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.
- C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.
- D. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 30 AUTHORIZED AGENTS

For purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his duly authorized representative (Address: 500 West Temple Street, Los Angeles, California 90012, Telephone: (213) 974-2404) except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
- B. Joint Council's principal authorized agent shall be:
- 1) Executive Secretary, Los Angeles/Orange Counties Building and Construction Trades Council, AFL-CIO or his duly authorized representative (Address: 1626 Beverly Boulevard, Los Angeles, California 90026, Telephone: (213) 483-4222);
 - 2) Business Manager of Local 501 or his duly authorized representative (address 2405 West Third Street, Los Angeles, California 90057; Telephone: (213) 385-1561).

ARTICLE 31 LABOR - MANAGEMENT COMMITTEE

Section 1 Joint Labor Management Committee

A. PURPOSE

Management or Labor may request a discussion of County-wide issues that are of concern.

B. PROCEDURE

1. Provide an agenda at least two weeks (ten business days) in advance of meeting.
2. The agenda shall contain no more than three (3) items for discussion.
3. Not more than five (5) representatives from both Labor and Management with direct knowledge of agenda items may attend the Joint Labor Management Committee, absent operational impact.
4. Management and Labor will respond within sixty (60) calendar days.
5. If the meeting must be postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed upon by the parties.

6. The Committee shall consist of members from the current bargaining team for units 411/412 and management members from the Department of Parks and Recreation, Internal Services Department, Fire Department, Department of Health Services, Sheriff's Department , Department of Public Works and the Chief Executive Office (CEO).

Section 2 Labor Management Committee

A. PURPOSE

Management or Labor may request a discussion of departmental issues that are of concern.

B. PROCEDURE

1. Provide an agenda at least two weeks (ten business days) in advance of meeting.
2. The agenda shall contain no more than three (3) items for discussion.
3. Not more than three (3) representatives from both Labor and Management with direct knowledge of agenda items may attend the Labor Management Committee, absent operational impact.
4. Management and Labor will respond within sixty (60) calendar days.
5. If the meeting must be postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed upon by the parties.

ARTICLE 32 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance.

Section 2. Definitions

1. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his immediate supervisor.

2. "Business Days" means calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. Joint Council agrees to encourage an employee to discuss his complaint with his immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him at a mutually satisfactory time.

2. Departmental management has the responsibility to:
 - A. Inform an employee on any limitation of the department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process his grievance to the proper agency or authority.
 - C. The Joint Council agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific section(s) being grieved, the article(s) violated and the specific remedy requested.

Section 4. Waivers and Time Limits

1. Failure by management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his written grievance, and to represent him in formal grievance meetings. The grievant may be required by either party to be present in meetings with management for purposes of discussing the grievance.

2. A County employee selected as a representative in a grievance is required to obtain the permission of his immediate supervisor to absent himself from his duties to attend a grievance meeting. The employee representative shall give his supervisor reasonable advance notice to ensure that his absence will not unduly interfere with departmental operations.

3. An employee may represent his grievance to management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his rights because of management imposed limitations in scheduling meetings.

Section 6. The Parties' Right and Restrictions

1. Only a person selected by the employee and made known to management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.

2. If the employee elects to be represented in a formal grievance meeting, the department may designate a management representative to be present at such meeting.
3. Management shall notify Joint Council of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The Council representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the Joint Council representative elects to attend any formal grievance meeting, he must inform departmental management prior to such meeting. The department may also designate a management representative to be present at such meeting.

Section 7. Procedure

Informal Step

Within ten business days from the occurrence of the matter on which a complaint is based, or within five business days from knowledge of such occurrence, and employee is encouraged to discuss his complaint in a meeting with his immediate supervisor. The supervisor shall verbally reply to the employee's complaint within three business days from the date of the discussion.

Step 1 Supervisor

- A. Within ten business days from the date of the informal discussion with the supervisor, or within ten business days from the occurrence of the matter on which a complaint is based, or within ten business days from his knowledge such occurrence, and employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he requests from his departmental management. The employee shall submit two copies to his immediate supervisor and retain the third copy.
- B. Within ten business days the immediate supervisor shall give his decision in writing to the employee on the original copy of the grievance.

Step 2 Middle Management

- A. Within ten business days from his receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of management as previously indicated by his department head. The department head has the authority to waive the middle management step if such step is not appropriate because of the size of his department. The middle management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him.

- B. Within ten business days from receipt of the grievance, the middle management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3 Department Head

- A. Within ten business days from his receipt of the decision resulting from the previous step, the employee may appeal to the department head using the original copy of the grievance.

- B. Within ten business days from the receipt of the employee's grievance, the department head or his designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give written decision to the employee.

- C. On matters that directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head or his designated representative shall be final, unless the grievance is submitted to arbitration pursuant to Section 8 hereof.

Section 8. Arbitration

1. Within 30 calendar days from the receipt of the written decision of the department head, or his designated representative, the Joint Council may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances, adopted by County's Board of Supervisors; unless the arbitrator, in his discretion finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to discharges, reductions, discrimination; nor

- C. The interpretation, application merits or legality of the rules or regulations of the department head, the Department of Personnel, or any other County department, agency, or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event the Joint Council desires to request a grievance, which meets the requirements of paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request for arbitration to the County's Employee Relations Commission with a copy thereof simultaneously transmitted to the Employee Relations Division of the Chief Executive Office, which request shall:
- A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration;
 - B. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose

of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty working days from date of receipt of the request for arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission.

- C. Arbitration procedures conducted under the authority of this article shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties to the case.
4. Arbitration of grievances hereunder will be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including but not limited to, fees for witnesses, transcripts, and similar cost incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and the Joint Council shall meet and prepare a submission statement setting forth the issues(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Joint Council cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issues(s) to be resolved.
6. The decision of an arbitrator resulting from any arbitration of grievance hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon the Joint Council. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within 60 days of receiving notice of decision and award requiring legislative action is not taken, the arbitrator's decision and award shall have not force or effect whatsoever. The Joint Council may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Purpose

Implementation

Term

Renegotiation

Discrimination

Safety and Health

Payroll Deduction and Dues

Authorized Agents

Provisions of Law

Participation in Health Services Out-of-Class Committee.

ARTICLE 33 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between the Joint Council and Management concerning the interpretation or application of any of the provision of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Within sixty (60) calendar days from the occurrence of the matter in which a complaint is based or within sixty (60) calendar days from its knowledge of such an occurrence where either the Joint Council or Management has reason to believe that the other is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, such party may request in writing that a meeting be held with the authorized representatives of the other party who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set for the proposed resolution sought.

Within five (5) business days of receipt of the request of such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within fifteen (15) business days of such meeting, and in the event the matter is not satisfactorily resolved; the initiating party shall have the right to meet with the

principal representative(s) of the other party who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean its Chief Executive Officer or his authorized representative, and any other County department head or his authorized representative, who has authority to resolve the matter.

- C. Within 30 calendar days after the meeting provided in B above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 32 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 32 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of the employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 32 hereof.

ARTICLE 34 NOTICE OF LAYOFF

Section 1. Board Policy on Work Force Reduction

It is the intent of the parties during the term of this MOU to comply with the June 21st and April 4th, 1995 Board policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a. Discontinuing non-County contracted temporary personnel Government Code Section 31000 et seq. who perform functions comparable to County positions subject to demotion or layoff, and

- b. Take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off, will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the

County's ongoing efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts and allow voluntary demotions before laying off any members of a bargaining unit.

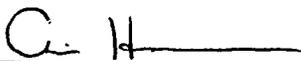
Section 3. Notice Provisions for Layoffs and Demotions.

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

JOINT COUNCIL OF LOS ANGELES/
ORANGE COUNTIES BUILDING &
CONSTRUCTION TRADES COUNCIL
& OPERATING ENGINEERS

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 
Chris Hannan
Council Representative
Building and Construction
Trades Council

By 
WILLIAM T. FUJOKA
Chief Executive Officer

By 
Gavin Koon
Business Representative
I.U.O.E., Local 501

By 
Ed Curly
Business Manager
I.U.O.E., Local 501

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
ARTISAN AND BLUE COLLAR EMPLOYEES
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this of 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representative
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County")

AND

SEIU, Local 721, CTW, CLC (hereinafter referred
to as "Union").

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SIGNATURE PAGE i

ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Section 1.

LACEA, Local 660, SEIU was certified by the County's Employee Relations Commission on April 30, 1970 (Employee Relations Commission File No. R-54-69) as the majority representative for the Artisan and Blue Collar Representation Unit pursuant to a representational election duly held by ERCOM on January 23 and 26, 1970, to select a majority representative for the employees in said Unit. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007 transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU Local 660 and SEIU Local 535. Management recognizes SEIU, Local 721, as the majority representative for all Artisan and Blue Collar employees currently and hereafter employed in the employee classifications in this unit as well as classifications which may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management agrees that it shall recognize SEIU, Local 721, as the exclusive representative of the employees in this Unit when County rules, regulations or laws are amended and SEIU, Local 721, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an

employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.

4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.
- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the

parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

- A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator

through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.

7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.

8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with

the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented

where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 **EXPEDITED ARBITRATION**

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within

sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond

the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFSSection 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3. Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4. Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

return the employee to an assignment in his/her own class. If such return is

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDYSection 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCESection 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the

departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

 - EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

 - Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.
- FLSA Exempt employees must request EVTO in full work day increments.
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
- EVTO is not available to employees on any other paid or unpaid leave.
- Department Heads may continue to approve other unpaid leave of absences.
- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.
- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County,

Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 **EMPLOYEE PARKING****Section 1.** **Employee Participation in Regulation XV Plans**

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. **Union Right to Negotiate Traffic Reduction Plans**

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 **WORKPLACE RETRAINING****Section 1.**

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. **Solicitation of Funds**

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its

efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC I.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT
COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDSSection 1.

Management will furnish adequate bulletin board space to SEIU, Local 721 where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTHSection 1. Parties Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. Local 721 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his Steward to the departmental safety representative.

On any matter of safety or health that a verbal or written response regarding the status has not been provided by the departmental safety representative within twenty (20) business days, the Steward may provide a written request to the departmental safety representative who will respond on the status in writing within twenty (20) business days.

If the Steward is not satisfied with the response of the departmental safety representative, a Local 721 business agent may consult with the Chief of Disability Benefits, Health and Safety of the Chief Executive Office or his designated representative. The representative of this branch shall investigate the matter and advise the department head and Local 721 of his findings in the case and his recommendation, if any.

It is understood and agreed that Local 721 reserves its rights under Article 13, Grievances General-in-Character, in cases where Local 721 does not consider the resolution of a given safety problem through the procedure outlined herein to be correct in light of the facts of the situation even though the case in dispute may not involve a significantly large number of employees.

Section 2. First Aid Kits

The departmental safety representative or appropriate representative will make every reasonable effort to maintain complete first aid kits. Such kits will be distributed among departmental facilities wherever feasible.

Safety & Health Committee will study and discuss cost factors and departmental feasibility of equipping all county vehicles with first aid kits.

Section 3.

Management and Local 721 mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4.

Management shall provide CPR and first aid training to all members of the unit whom management determines needs such training or where it is required by law.

Section 5. Safety and Health Committee

Within 90 days of the date that this Memorandum of Understanding is adopted by the Board of Supervisors and at the request of Local 721, a safety and health committee shall be created to discuss and address the safety and health concerns of employees in the Bargaining Unit.

The Committee shall be comprised of three departmental safety representatives and three employee representatives from Bargaining Unit 431. The management representatives will be designated by the Chief Administrative Officer or designate. The parties agree to meet three times a year.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (e-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICESSection 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2 Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or

other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.
4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDSSection 1. Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by SEIU, Local 721.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

A steward shall not be transferred, or change to a different work shift without Local 721 approval as long as work for which he is qualified is available. This paragraph is not to be construed to limit changes resulting from promotion.

The Steward may attend employee orientation meetings.

ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1 Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals.

Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2 Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3 Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4 Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.
- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.
- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.
- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.
- E. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5 Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively

possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.

- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.
- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.
- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resource's office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.

- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.

- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.

- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County". This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6 Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services' facilities and will work together to overcome

any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 7 Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.

2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).

2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.
4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on

each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8 Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9 Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10 DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including but not limited to study guides and practice skills labs;
- Study time and remediation; and
- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42DEPARTMENT OF MENTAL HEALTH
HEALTH CARE REFORM

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for and responding to changes under healthcare reform and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare reform before implementation.

The committee will have fifteen (15) Local 721 employee representatives.

Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform in DMH' when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization with the goal of

achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.
- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform Committee

This article will expire on September 30, 2015, with the exception of the section on work place safety. If the parties have not completed the work of DMH health care reform by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44 WORK SCHEDULESPurpose

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. For the purpose of work schedules, the normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15 minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within general area as prescribed by management.

B. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section D), employees' work schedules shall not be changed without written notice to the employee at least five (5) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective.

C. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

D. Emergencies

Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

E. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

F. The parties agree that when an employee works in excess of their regularly scheduled work hours in a day, management may direct the employee to take off an equivalent number of hours during the same work week. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same work week.

G. Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

H. Consultation on Saturday and Sunday Work Schedules – at written request of Local 721, work schedule issues shall be brought before a Joint Labor Management Committee for full time permanent employees within bargaining unit.

This Committee shall be comprised of three departmental representatives and three employee representatives from bargaining unit. The parties agree to meet three times a year.

ARTICLE 45 TRANSFER/REASSIGNMENT

Employees in the unit, who received at least a competent rating on their last performance evaluation and who desire to be transferred/reassigned to a specific work location within their own department, may submit a written request for transfer to their designated department representative. All department past practices regarding transfer, reassignment procedures shall remain in effect.

Requests filed hereunder shall be valid for a period of one year from date of filing and must be renewed if the employee still desires to be considered for transfer beyond that date.

When management decides to transfer/reassign a current employee , management shall review the requests for transfer/reassignment currently on file and make an effort to effect transfer/reassignments based on the desires of employees and operational needs of the department. Such review will give prime consideration to possible transfers/reassignments where employees mutually desire to exchange job assignments.

Management will then select the most senior qualified employees who would not need additional training.

When it becomes necessary to transfer/reassign an employee from one location to another, where there is no request on file to the location affected shall be transferred/reassigned based on the operational needs of the department. By mutual agreement between the

personnel officer of the department and the executive officer of the union, the provisions of this paragraph may be waived in consideration of a hardship situation.

Those employees who have filed for transfer/reassignment shall be reviewed in light of their performance and the requirements of the available opening.

For purposes of this article, seniority shall be based upon continuous service in the classification and within the department.

Transfers are defined as movement of an employee's permanent reporting location between one listed work location to another listed work location for each department as defined in this article.

Reassignments are defined as movement of an employee's permanent reporting location from one sub-location to another sub-location within any specific listed work location.

For purposes of this article, the following defines the work locations for the specific listed departments. All other departments' past practices for defined work locations shall remain in effect.

1. Public Library - Employees in the department, covered by this MOU for purposes of transfer/reassignment, shall be headquartered at 7400 East Imperial Highway, Downey. Their daily assignments will include libraries within a region and the headquarters work location.

2. Beaches and Harbors - For purposes of transfers, movement of an employee to any sub-yard location within a work location shall be deemed a transfer. Work locations for the department shall be comprised of a Northern, Central, Southern and Marina Del Rey District. The department sub-location facilities within each district are as follows:

Northern District

- Nicholas Beach
- Zuma Beach
- Point Dume Beach
- Dan Blocker Beach
- Malibu Surfrider Beach
- Latigo Shores Beach
- Las Tunas Beach

- Topanga Beach
- Will Rogers State Beach
- Santa Monica Beach (North)

Central District

- Venice Beach
- Isadora Dockweiler State Beach
- Santa Monica Beach (South)
-

Southern District

- Manhattan Beach
- Hermosa Beach
- Redondo Beach
- White Point Beach
- Torrance Beach
- Cabrillo Outside Beach
- Point Fermin Beach
- Royal Palms Beach

Marina Del Rey

- Marina del Rey

3. Animal Control - The work locations for the department shall be each of the department's six (6) Animal Care Centers, Administrative Offices, Enforcement Services and Communication Center. These are:

- (1) Center No. 1(Downey Animal Care Center)
11258 South Garfield Avenue
Downey
- (2) Communications Center
11258 S. Garfield Avenue
Downey, CA 90242
- (3) Center No. 3 (Carson Animal Care Center)
216 West Victoria Street
Gardena
- (4) Center No. 4 (Baldwin Park Animal Care Center)
4275 North Elton Street
Baldwin Park
- (5) Center No. 5 (Lancaster Animal Care Center)
5210 West Avenue I
Lancaster
- (6) Center No. 6 (Castaic Animal Care Center)
31044 North Charlie Canyon Road
Castaic 91384
- (7) Center No. 7
29525 West Agoura Road (Agoura Animal Care Center)
Agoura Hills
- (8) Administrative Offices
5898 Cherry Avenue
Long Beach, CA 90805
- (9) Enforcement Services (Licensing/Revenue)
12440 E. Imperial Highway
Norwalk, CA 90650

4. Forester and Fire Warden - The work locations of the department shall be the (1) East Los Angeles Headquarters location, (2) the Pacoima Yard location, (3) Camp 2 in La Canada-Flintridge, (4) Camp 8 in Malibu, (5) Camp 9 in Los Pinetos-Saugus, (6) Camp 5 in La Verne and Catalina Island.
5. Health Services - The work locations for the department's hospitals shall be the entire area of each hospital facility and any outlying health centers serviced by a hospital. The department's hospitals, for purposes of this article, are:
- (1) **LAC + USC Medical Center**
2501 Marengo St.
Los Angeles
 - (2) **Harbor-UCLA Medical Center +MetroCare Affiliates**
1000 West Carson Street
Torrance
 - (3) **ValleyCare Olive View – UCLA Medical Center**
14445 Olive View Drive
Sylmar
 - (4) **Rancho Los Amigos National Rehabilitation Center**
7601 East Imperial Highway
Downey
 - (5) **High Desert – MACC Health System**
44900 North 60th Street West
Lancaster
 - (6) **MLK-MACC**
1720 East 120th Street
Los Angeles

Whenever one of the above listed hospitals assumes responsibility for any County health center, management will so inform Local 721.

6. Parks and Recreation -

Work locations for the department shall be:

- (1) East Agency,
- (2) North Agency,
- (3) South Agency, and
- (4) Regional Facilities Agency.

The park sub-location facilities within each agency are listed. In the event any park facility is (re) assigned to a different agency, management will inform Local 721.

Agency office work locations are as follows: (See attached list):

- (1) East Agency 265 Cloverleaf Dr., Baldwin Park
- (2) North Area - 31320 N. Castaic Road, Castaic
- (3) South Area - 360 W. El Segundo Blvd., Los Angeles
- (4) Regional Facilities Agency – 265 Cloverleaf Dr., Baldwin Park

Employees will be assigned to a park sub-location facility, but may be transferred/reassigned to perform assignments throughout the Agency geographical area, as needed.

7. Internal Services - The headquarters for the department is 1100 North Eastern Avenue, Los Angeles. When Management deems that there is a need to move an

employee from their current reporting assignment in an ISD District Office on a permanent basis, it shall be deemed a transfer. Transfers or movements not considered permanent will be known as temporary reassignments. The employee will perform duties within the geographical area of the current reporting assignment in an ISD District Office. The current ISD District Offices are:

500 W. Temple St., Los Angeles
 13811 Del Sur, San Fernando
 11236 Playa Court, Culver City
 9230 E. Imperial Hwy., Downey

Attached are maps that define the geographical area of each ISD District Office.
 (ISD map amended 3/13/96)

8. Public Works - The work locations for the department shall be as follows:

A. Public Works Headquarters Facilities

900 South Fremont Avenue, Alhambra

1000 South Fremont Avenue, Alhambra

B. Airports - each individual County airport shall be a separate work location.

They are:

-- Brackett Field, La Verne

-- Compton/ Woodley Airport

-- El Monte Airport, El Monte

-- William J. Fox Field, Lancaster

-- Whiteman Airport , Pacoima

C. Sewer Maintenance - 4 locations

- (1) East Yard, Irwindale
- (2) South Yard, 59th St. Los Angeles
- (3) Central Yard, Santa Fe Springs
- (4) North Yard, Lancaster

D. Waterworks - 2 locations

- (1) North Maintenance Area, Lancaster
- (2) South Maintenance Area, Malibu Civic Center, Malibu

E. Flood Control Operations - 3 locations

- (1) East Maintenance Area, Longden Yard
Irwindale
- (2) West Maintenance Area, Hansen Yard
Pacoima - San Fernando
- (3) South Maintenance Area, Imperial Yard
South Gate

F. Road Maintenance Division - The work locations for this division shall be each of the four (4) Maintenance Districts as shown on the attached map.

The headquarters for the four (4) Districts are as follows:

District #1 – 14747 Ramona Blvd., Baldwin Park

District #3- 5530 W. 83rd Street, Los Angeles

District #4- 11282 S. Garfield, Downey

District #5 – 38126 N. Sierra Hwy., Palmdale

For purposes of transfer/reassignment, employees will be assigned to the four (4) listed Maintenance District headquarters, but will perform assignments throughout the geographic area of responsibility of the District. Attached are maps defining the geographic boundaries of each of the four (4) Maintenance Districts.

When new facilities are instituted, the right to transfer/reassignment changes under this Article shall be limited to the extent necessary to maintain an adequate, experienced work force in the remaining facilities.

It is understood that this Article does not modify management's right to promote an employee.

In the event departmental management finds it necessary to re-designate, modify or create new work locations for employees covered by this memorandum of understanding, such action will not be implemented until management confers with Local 721.

During emergencies, the provisions of this Article shall be applied only to the degree practicable.

PARKS & RECREATION AGENCY LOCATIONS

East Agency		North Agency	
Park Facilities	City	Park Facilities	City
Allen J. Martin Park	La Puente	Acton Park	Acton
Arcadia Community and Regional County Park	Arcadia	Apollo Park	Lancaster
Atlantic Avenue Park	Los Angeles	Castaic Regional Sports Complex	Castaic
Avenue Park	La Puente	Del Valle Park	Castaic
Avocado Heights Park	La Puente	Dexter Park	San Fernando
Bassett Park	La Puente	El Cariso Community Regional Park	Sylmar
Belvedere Community Regional Park	Los Angeles	Everett Martin Park	Littlerock
Charles White Park	Altadena	George Lane Park	Quartz Hill
Charter Oak Park	Covina	Hasley Canyon Park	Castaic
City Terrace Park	Los Angeles	Jackie Robinson Park	Littlerock
Crescenta Valley Community Regional Park	La Crescenta	Jake Kuredjian County Park	Stevenson Ranch
Dalton Park	Azusa	Pearblossom County Park	Pearblossom
Eddie Heredia Boxing Club	Los Angeles	Pico Canyon Park	Stevenson Ranch
Eugene A. Obregon Park	Los Angeles	Richard H. Rioux Memorial Park	Stevenson Ranch
General Charles S. Farnsworth Park	Altadena	Stephen Sorensen Park	Lake Los Angeles
Loma Alta Park	Altadena	Val Verde Community Regional Park	Val Verde
Michillinda Park	Pasadena	Veterans Memorial Community Regional Park	Sylmar
Nueva Maravilla	Los Angeles	West Creek Park	Valencia
Pamela County Park	Duarte		
Parque Los Suenos	Los Angeles		
Ringrove Park	La Puente		
Ruben F. Salazar Park	Los Angeles		
San Angelo Park	La Puente		
San Dimas Canyon Community Regional Park	San Dimas		
Saybrook Park	Los Angeles		
Sunshine Park	La Puente		
Two Strike County Park	La Crescenta		
Valleydale Park	Azusa		
Walnut Park	Walnut Park		

East Agency		North Agency	
Park Facilities	City	Park Facilities	City
Allen J. Martin Park	La Puente	Acton Park	Acton
Arcadia Community and Regional County Park	Arcadia	Apollo Park	Lancaster
Atlantic Avenue Park	Los Angeles	Castaic Regional Sports Complex	Castaic
Avenue Park	La Puente	Del Valle Park	Castaic
Avocado Heights Park	La Puente	Dexter Park	San Fernando
Bassett Park	La Puente	El Cariso Community Regional Park	Sylmar
Belvedere Community Regional Park	Los Angeles	Everett Martin Park	Littlerock
Charles White Park	Altadena	George Lane Park	Quartz Hill
Charter Oak Park	Covina	Hasley Canyon Park	Castaic
City Terrace Park	Los Angeles	Jackie Robinson Park	Littlerock
Crescenta Valley Community Regional Park	La Crescenta	Jake Kuredjian County Park	Stevenson Ranch
Dalton Park	Azusa	Pearblossom County Park	Pearblossom
Eddie Heredia Boxing Club	Los Angeles	Pico Canyon Park	Stevenson Ranch
Eugene A. Obregon Park	Los Angeles	Richard H. Rioux Memorial Park	Stevenson Ranch
General Charles S. Farnsworth Park	Altadena	Stephen Sorensen Park	Lake Los Angeles
Loma Alta Park	Altadena	Val Verde Community Regional Park	Val Verde
Michillinda Park	Pasadena	Veterans Memorial Community Regional Park	Sylmar
Nueva Maravilla	Los Angeles	West Creek Park	Valencia
Pamela County Park	Duarte		
Parque Los Suenos	Los Angeles		
Ringrove Park	La Puente		
Ruben F. Salazar Park	Los Angeles		
San Angelo Park	La Puente		
San Dimas Canyon Community Regional Park	San Dimas		
Saybrook Park	Los Angeles		
Sunshine Park	La Puente		
Two Strike County Park	La Crescenta		
Valleydale Park	Azusa		
Walnut Park	Walnut Park		

PARKS & RECREATION AGENCY LOCATIONS (continued)

Regional Facilities		City
Park Facilities		
Acton Wash		Acton
Alpine Butte Wildlife Sanctuary		Antelope Valley
Arboretum and Botanic Garden		Arcadia
Big Rock Creek Wildlife Sanctuary		Big Rock Creek
Blalock Wildlife Sanctuary		Pearblossom
Butte Valley Wildlife Sanctuary		Hi Vista
Carol O. Gerhardt Wildlife Sanctuary		Antelope Valley
Castaic Lake Recreation Area		Castaic
Deane Dana Friendship Natural Area and Nature Center		San Pedro
Descanso Gardens		La Canada Flintridge
Devil's Punchbowl Natural Area Park		Pearblossom
Eaton Canyon Natural Area and Nature Center		Pasadena
Frank G. Bonelli Regional Park		San Dimas
George R. Bones Wildlife Sanctuary		Lake Hughes
Highland Camrose Park		Los Angeles
Hollywood Bowl		Los Angeles
Jack Rabbit Flats Wildlife Sanctuary		Pearblossom
John Anson Ford Amphitheatre		Los Angeles
Kenneth Hahn State Recreation Area		Los Angeles
Longview Wildlife Sanctuary		Pearblossom
Marshall Canyon Regional Park		La Verne
Mescal Wildlife Sanctuary		Valyermo
Neehach Wildlife Sanctuary		Fairmont
Peck Road Water Conservation Park		Arcadia
Phacelia Wildlife Sanctuary		Antelope Valley
Placerita Canyon Natural Area and Nature Center		Newhall
San Dimas Canyon Natural Area and Nature Center		San Dimas
Santa Fe Dam Regional Park		Inwindale
Schabarum Regional Park		Rowland Heights
South Coast Botanic Garden		Palos Verdes Peninsula
Tesoro Adobe Historic Park		Valencia
Theodore Payne Wildlife Sanctuary		Llano
Tujunga Ponds Wildlife Sanctuary		Tujunga
Vasquez Rocks Natural Area and Nature Center		Agua Dulce
Virginia Robinson Gardens		Beverly Hills

South Agency		City
Park Facilities		
Adventure Park		Whittier
Alondra Community Regional Park		Lawndale
Amelia Mayberry Park		Whittier
Amigo Park		Whittier
Athens Park		Los Angeles
Bill Blevins Park		Rowland Heights
Bodger Park		Hawthorne
Carolyn Rosas Park		Rowland Heights
Cerritos Community Regional Park		Cerritos
Col. Leon H. Washington Park		Los Angeles
Countrywood Park		Hacienda Heights
Del Aire Park		Hawthorne
Earvin "Magic" Johnson Recreation Area		Los Angeles
East Rancho Dominguez Park		Compton
El Parque Nuestro		Los Angeles
Enterprise Park		Los Angeles
Franklin D. Roosevelt Park		Los Angeles
George Washington Carver Park		Los Angeles
Gloria Heer Park		Rowland Heights
Helen Keller Park		Los Angeles
Jesse Owens Community Regional Park		Los Angeles
La Mirada Community Regional Park		La Mirada
Ladera Park		Los Angeles
Lennox Park		Lennox
Los Robles Park		Hacienda Heights
Manzanita Park		Hacienda Heights
Mary M. Bethune Park		Los Angeles
McNees Park		Whittier
Mona Park		Compton
Moneith Parkway		Los Angeles
Park Learning Grove County Park		Torrance
Pathfinder Community Regional Park		Rowland Heights
Pepperbrook Park		Hacienda Heights
Rowland Heights Park		Rowland Heights
Roy Campanella Park		Compton

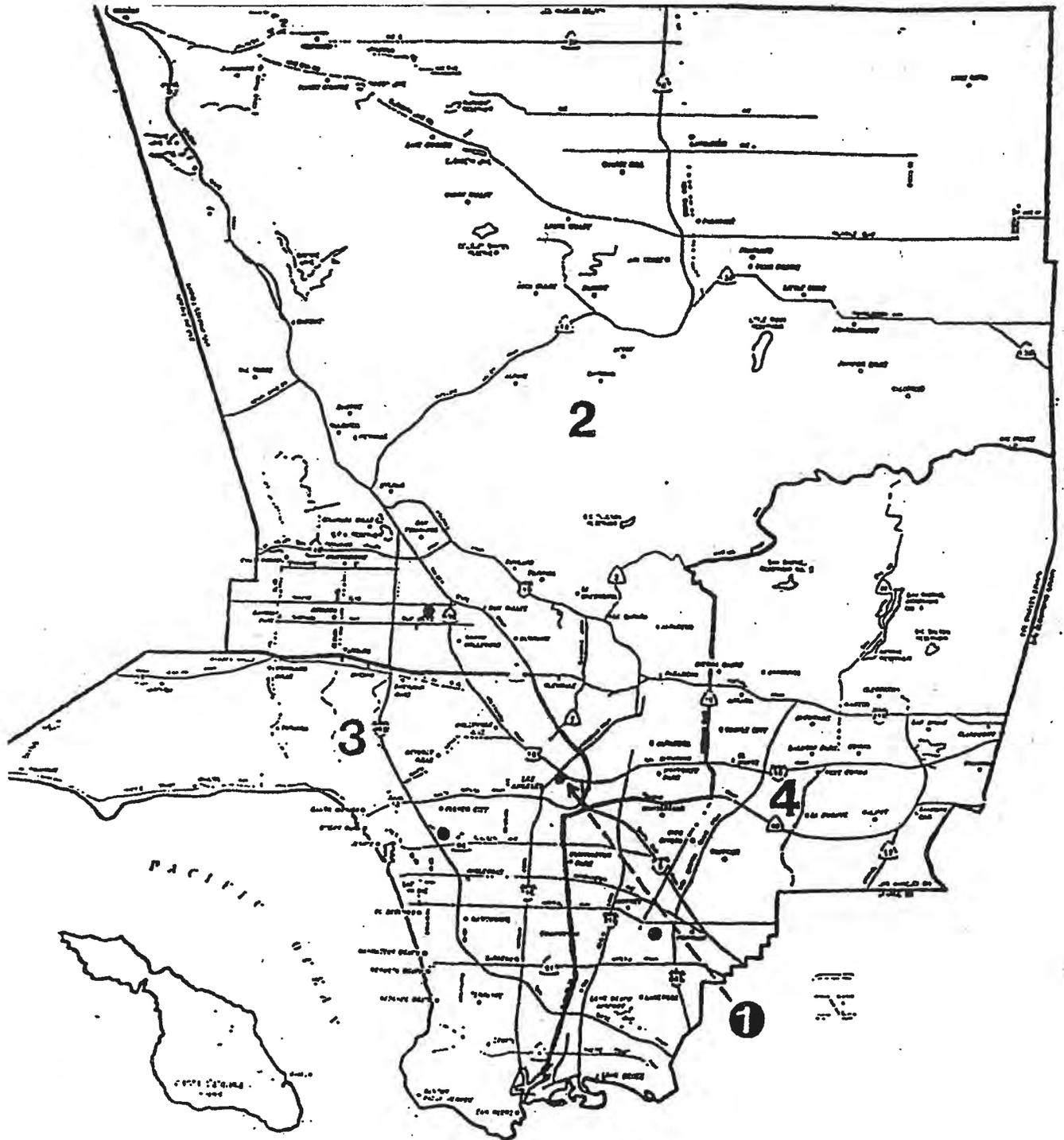
PARKS & RECREATION AGENCY LOCATIONS (continued)

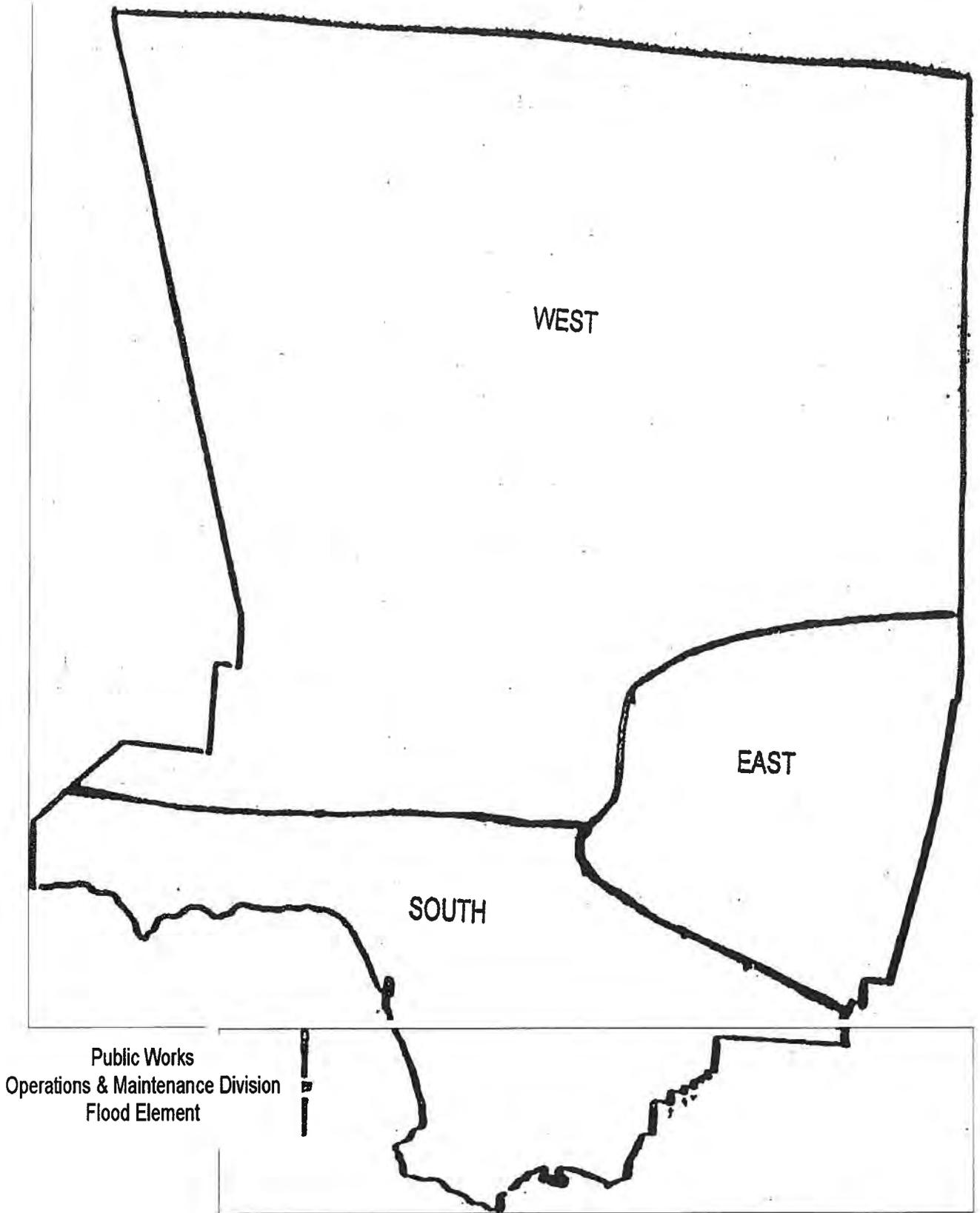
Regional Facilities (Continued)	
Walnut Creek Community Regional Park	San Dimas
Park Facilities	City
Whittier Narrows Natural Area and Nature Center	S. El Monte
Whittier Narrows Recreation Area	S. El Monte
William S. Hart Regional Park	Newhall

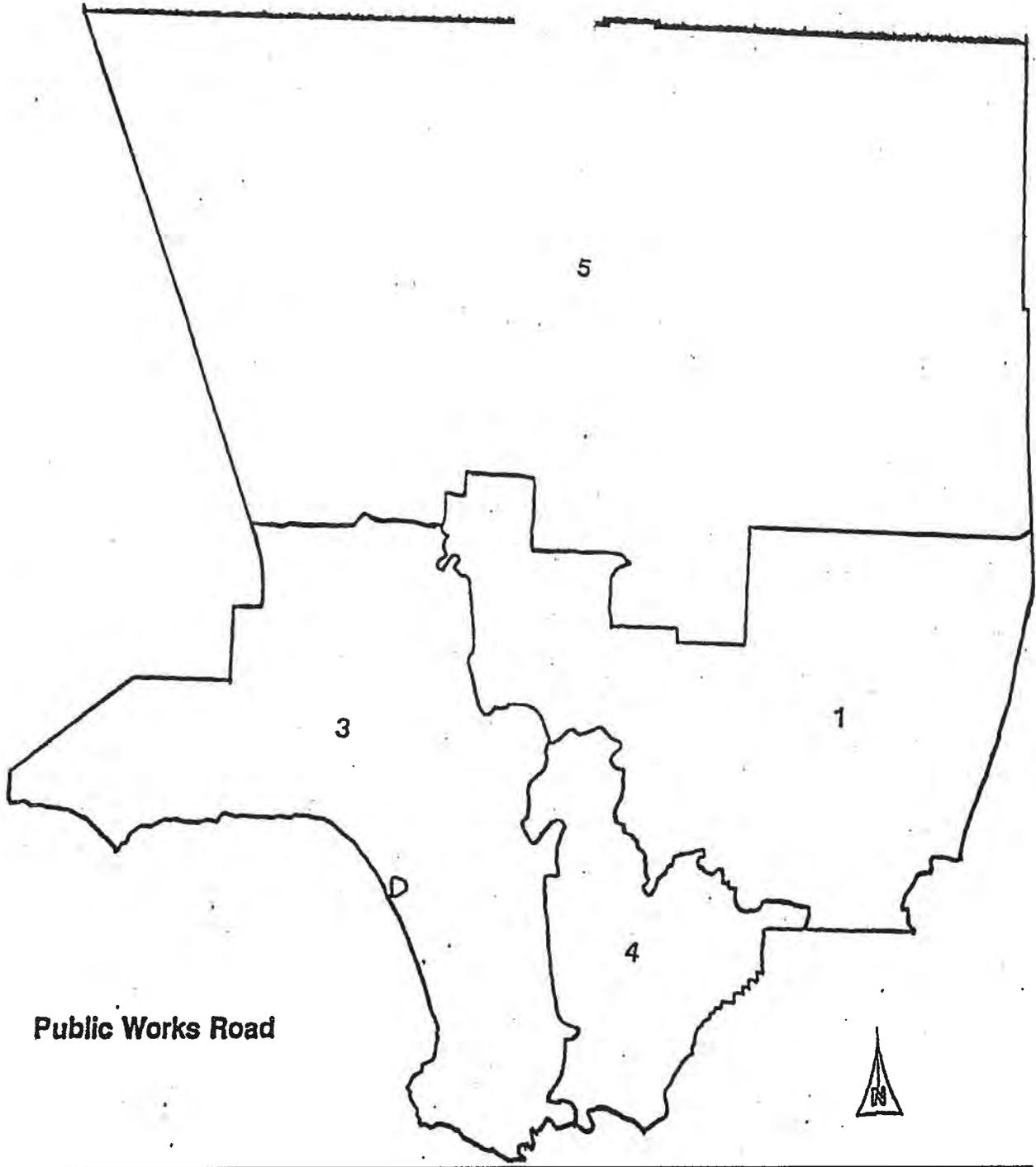
South Agency (Continued)	
Rueben Ingold Parkway	Los Angeles
Park Facilities	City
Sorensen Park	Whittier
Ted Watkins Memorial Park	Los Angeles
Thomas S. Burton Park	Hacienda Heights
Trailview Park	Rowland Heights
Victoria Community Regional Park	Carson
William Steinmetz Park	Hacienda Heights

ISD SECTION OFFICES

- #1 - 500 West Temple Street, Los Angeles
- #2 - 13811 Del Sur, Pacoima
- #3 - 11236 Playa Court, Culver City
- #4 - 9230 East Imperial Highway, Downey.







ARTICLE 46 UNIFORMSSection 1.

The parties agree to recommend jointly to the Board of Supervisors that five basic uniforms consisting of five shirts, five pairs of pants, and one jacket, as prescribed by Management, will be furnished to each new employee where such uniforms are required by Management.

Only specific articles of uniforms that Management requires employees to wear shall be furnished. With Department Head (Appointing Authority) approval, management may provide work boots.

Section 2.

Management agrees to replace not more than the articles of uniform defined in Section 1 on an as needed basis. Worn-out articles of uniforms must be turned in to department management in order to obtain replacements.

Section 3.

In the event an employee terminates County employment within six months, the basic articles of uniform must be returned to the County upon termination.

Section 4.

A. The Department of Animal Control will implement issuing uniforms as follows:

Animal Control Officer I, II and III

- 1 Class "A" uniform
 - 4 Class "B" uniforms
 - 1 Belt
 - 1 Pair of Boots
- Animal Shelter Aid, Animal Care Attendant I and II
- 5 Class "C" uniforms
 - 1 Pair of Boots

Section 5. Probation Department

The Probation Department will issue uniforms to Crew Instructors. Only specific articles of uniforms that Management requires employees to wear shall be furnished. The number, type, and style to be issued will be determined at a Departmental Joint Labor Management Committee.

ARTICLE 47 RIGHT OF THE UNIT

Management agrees to permit three (3) employees in the unit, designated by SEIU, Local 721 as spokesperson for the Unit, time off with pay to attend meetings between SEIU, Local 721 and County management where the subject of such meetings involves basic issues affecting employee relations concerning the entire unit.

The names of the employees so designated will be provided in writing by SEIU, Local 721, to management. SEIU, Local 721, agrees that the employees designated shall not log nor be entitled to compensatory time or premium pay for the time spent pursuing activities allowed under this article.

ARTICLE 48 AFFIRMATIVE ACTION

The parties agree to establish an Affirmative Action Committee within this unit which will meet quarterly to identify areas of concern, if any, involving classes within this bargaining unit and to recommend solutions to defined problems, to County management.

This Committee shall be composed of three members of management, one of which shall be from the Chief Executive Office, and two employees from the unit and one staff representative from the Union.

This Committee shall meet during working hours without loss of compensation.

ARTICLE 49 TRAINING AND EMPLOYEE DEVELOPMENT

Management and SEIU, Local 721 recognize the importance of training employees within the Unit. Management agrees to continue departmental in-service training programs which are in effect at the time this Memorandum of Understanding is implemented until their terms have expired, and also to encourage the establishment of in-service training programs in departments and classifications where possible. Management agrees to make information concerning in-service training programs available to employees within the Unit.

Management agrees that training programs will not be established to deprive qualified employees of higher earnings.

Within sixty (60) days of the date this Memorandum of Understanding is adopted by the Board of Supervisors and at the request of SEIU, Local 721, departmental training and employee development information will be provided to SEIU, Local 721 on a quarterly basis.

ARTICLE 50 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

- B. The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

- C. On or after October 1, 1995, at the employee's option, Compensatory Time Off (CTO) accrued during the period from October 1, 1993 through and including June 30, 1994 and remaining on the books may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

- D. With Department Head (Appointing Authority) approval, an employee in the bargaining unit may elect to work up 54 hours of FLSA overtime to be used as compensatory time off in lieu of pay. Compensatory time is accrued at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. No more than 81 hours of compensatory time may be accrued in a calendar year. All overtime hours worked in excess of 54 and accrued as compensatory time in a calendar year shall be paid.

To use compensatory time, an employee must submit a written request to the immediate supervisor at least ten (10) days prior to the first date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval of departmental management. Accumulated compensatory time must be used by the end of the calendar year following the year in which it was earned or it shall be paid prior to any promotions.

Management may direct an employee to use accumulated compensatory time provided the employee is given ten (10) business days' notice. Unless approved by management, employees may not accrue overtime hours which are worked during disaster periods or emergencies declared by the Board of Supervisors, local or federal government.

Section 2. Usage of Non-FLSA Earned Compensatory Time

- A. Employee shall not be directed by management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off.

Requests for time-off will be approved based on the needs of the service as determined by management.

- B. With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.

Section 5.

An employee who works a four (4) - 40 hour week schedule or a nine (9) day - 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

Section 6.

The parties shall move overtime item into Joint Labor Management (JLMC) to discuss and resolve a fair distribution of overtime.

ARTICLE 51 SPECIAL PAY PRACTICES

- A. Persons in this Unit, who work on a ladder scaffold, swing stage, or other like device at or above 30 feet above grade and are subject to a direct fall shall be entitled to additional compensation at a rate of \$.50 per hour more than that provided for in Section 1 of Article 49 of this Memorandum of Understanding for each hour worked on said ladder, scaffold, swing stage, or other like device.

- B. Any person employed in the Department of Public Works who is certified by the State of California to work with explosives or, who directly assists any employee in the Department who is certified by the State of California to work with explosives shall be entitled to additional compensation at the rate of \$.50 per hour more than that provided for in Section 1 of Article 49 of this Memorandum of Understanding for each hour actually worked in any assignments requiring the handling, placement or discharge of explosives.

- C. Persons employed in the classification of Refuse Truck Driver (Item No. 6052) in the Internal Services Department, who regularly drive vehicles loaded with liquid waste materials, shall be compensated at a rate one schedule higher than that established for such position in this Memorandum of Understanding.

- D. An employee, in this Unit, in the classification of Printer II (Item No. 7576) who is assigned as the primary operator of a WEBCOM 700 printing press shall be entitled to additional compensation at a rate of \$1.50 an hour above the hourly rate provided

for in Section 1 of Article 49 of this Memorandum of Understanding for each hour it is so assigned, except for a person who is assigned to relieve the primary operation during rest periods or meals.

- D. Effective July 1, 1992, any person employed in the Department of Public Works who is assigned to drive the department's heavy duty tow truck shall be entitled to additional compensation at the rate of \$.75 per hour more than that provided for in Section 1 of Article 49 of this Memorandum of Understanding, for each hour so assigned.

- E. Effective July 1, 1992, any person employed in the Department of Public Works who is assigned to drive and/or operate the department's Slurry Seal Truck, shall be entitled to additional compensation at the rate of \$.75 per hour more than that provided for in Section 1 of Article 49 of this Memorandum of Understanding, for each hour so assigned.

- G. Effective October 1, 2006, notwithstanding any other provision of this Memorandum of Understanding, persons in the bargaining unit who, with the approval of management, obtain or renew a class "A" or "B" motor vehicle license, that is not as a normal practice required for the class in which they are employed, shall be entitled to a three percent (3%) bonus higher than that established for such classifications in Section 1 of Article 49 of the Memorandum of Understanding. This provision does not apply to employees that acquire an "A or B" motor vehicle license in connection with their voluntary participation in a departmental training program.

Effective October 1, 1991, notwithstanding any other provision of this Memorandum of Understanding, persons in the bargaining unit who, with the approval of management, obtain or re-new a class "A" or "B" motor vehicle license, chemical applicator certificate, chemical advisor certificate, or other license or certificate, that is not as normal practice required for the class in which they are employed, shall be reimbursed for the specific cost of such license or certificate as charged by the issuing agency.

- H. Effective November 1, 2000, a permanent, full-time employee in the Sheriff's Department employed in the classification of General Maintenance Worker (Item No. 6619) or Senior General Maintenance Worker (Item No. 6622) who is permanently assigned to a Facilities Management Region and performs a variety of building maintenance and repair duties throughout the Department, including custody, station or court lock-up facilities, shall be entitled to additional compensation at a rate of two schedules higher than the established for such classifications in the Salary Article of the Memorandum of Understanding.

- I. Effective November 1, 2000, a permanent, full-time employee in the Sheriff's Department employed in the classification of Senior Business Machine Technician (Item No. 6926) who is permanently assigned to a Facilities Management Region and performs the more difficult maintenance, repair, modification, and overhaul of a

variety of business machines throughout the Department, including custody, station or court lock-up facilities, shall be entitled to additional compensation at a rate of two schedules higher than the established rate for such classifications in the Salary Article of this Memorandum of Understanding.

- J. Upon the adoption by the Board of Supervisors of a successor MOU, where the Director of Human Resources finds, upon investigation, that persons employed in the Fire Department as Transportation Truck Driver (Item No. 6054) are assigned to the active suppression of fires, he may authorize the payment of additional compensation to such persons during the periods of such assignment at the rate of \$0.50 per hour. All payments made under this provision are subject to prior approval annually by the Chief Executive Officer and a report of payments made shall be submitted annually to the Chief Executive Officer.

Call Back

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his normal work shift or normal workweek and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rates of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of the Article 50, Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call

back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Stand By Pay

Effective January 1, 2001, it is understood and agreed that employees in this Unit who are assigned regularly scheduled periods of authorized standby service at off-duty times shall receive a \$1.00 per hour bonus for such service.

Management shall specify at the beginning of each quarterly period, the number of employees by classification that are required to be available for standby work. Each employee within a department may specify to the department that such employee does not desire to be available for standby work. In the event an insufficient number of employees are available for such standby work, then the department may assign standby work to employees on the basis of the least senior employees in the department being so assigned.

No additional compensation for stand by status shall be made since the employee placed on stand-by status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Shift Premium

Second (swing) shift employees shall receive a premium of sixty (60) cents per hour. The second shift is one in which five-eighths (5/8) of the employee's straight time hours of work fall between 4 p.m. and 11 p.m.

Third (graveyard) shift employees shall receive a premium of sixty (60) cents per hour. The third shift is one in which five-eighths (5/8) of the employee's straight time hours of work fall between 9 p.m. and 8 a.m.

The parties jointly agree to recommend to County's Board of Supervisors that effective January 1, 2001, all employees in the unit assigned to a regularly established swing shift or graveyard shift shall receive a shift premium of seventy-five cents (\$.75) an hour above the established rate for the classification.

ARTICLE 52 SALARIESSection 1. Recommended Salary Adjustment

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6077	AIRPORT MAINTENANCE WORKER	CURRENT	NM	69D	2754.91	3599.18
		12/13/2013	NM	70A	2808.00	3669.00
		10/01/2014	NM	70J	2864.00	3742.45
		02/01/2015	NM	71F	2920.00	3816.36
6076	AIRPORT SERVICE WORKER	CURRENT	NM	67L	2655.64	3469.73
		12/13/2013	NM	68H	2708.45	3538.45
		10/01/2014	NM	69E	2761.55	3607.91
		02/01/2015	NM	70B	2815.00	3678.18
2989	ANIMAL CARE ATTENDANT I	CURRENT	NM	66C	2535.55	3313.36
		12/13/2013	NM	66L	2585.73	3378.82
		10/01/2014	NM	67H	2636.55	3444.91
		02/01/2015	NM	68E	2688.55	3512.55
2991	ANIMAL CARE ATTENDANT II	CURRENT	NM	68C	2675.27	3495.27
		12/13/2013	NM	68L	2728.36	3564.36
		10/01/2014	NM	69H	2781.45	3634.09
		02/01/2015	NM	70E	2836.00	3705.73
2979	ANIMAL CONTROL OFFICER I	CURRENT	NM	70C	2822.00	3687.36
		12/13/2013	NM	70L	2878.00	3760.82
		10/01/2014	NM	71H	2934.00	3834.91
		02/01/2015	NM	72E	2991.45	3910.18
2980	ANIMAL CONTROL OFFICER II	CURRENT	NM	73K	3110.09	4066.18
		12/13/2013	NM	74G	3171.36	4147.09
		10/01/2014	NM	75D	3233.73	4229.36
		02/01/2015	NM	76A	3297.00	4313.00
2981	ANIMAL CONTROL OFFICER III	CURRENT	NM	76C	3313.36	4334.64
		12/13/2013	NM	76L	3378.82	4421.18
		10/01/2014	NM	77H	3444.91	4509.64
		02/01/2015	NM	78E	3512.55	4599.45
2978	ANIMAL SHELTER AID	CURRENT		F		2389.57
		12/13/2013		F		2437.36
		10/01/2014		F		2486.11
		02/01/2015		F		2535.83

0283 ARBORETUM GARDENER	CURRENT	NM	69B	2741.64	3581.73
	12/13/2013	NM	69K	2794.73	3651.55
	10/01/2014	NM	70G	2850.00	3724.09
	02/01/2015	NM	71D	2906.00	3797.82
0282 ASSISTANT ARBORETUM GARDENER	CURRENT	NM	64L	2451.00	3202.27
	12/13/2013	NM	65H	2499.00	3265.36
	10/01/2014	NM	66E	2548.09	3329.73
	02/01/2015	NM	67B	2598.36	3395.27
6641 ASSISTANT INSTRUMENT TECHNICIAN	CURRENT	NM	82C	3891.09	5101.45
	12/13/2013	NM	82L	3967.45	5203.27
	10/01/2014	NM	83H	4046.36	5307.00
	02/01/2015	NM	84E	4126.73	5412.45
7555 BINDERY EQUIPMENT OPERATOR	CURRENT	NM	73B	3050.45	3986.91
	12/13/2013	NM	73K	3110.09	4066.18
	10/01/2014	NM	74G	3171.36	4147.09
	02/01/2015	NM	75D	3233.73	4229.36
7554 BINDERY WORKER II	CURRENT	NM	62G	2297.91	3006.18
	12/13/2013	NM	63D	2344.45	3065.36
	10/01/2014	NM	64A	2391.00	3125.00
	02/01/2015	NM	64J	2439.00	3186.82
6930 BUSINESS EQUIPMENT TECH, SHERIFF	CURRENT	NM	84A	4086.00	5359.00
	12/13/2013	NM	84J	4167.45	5465.91
	10/01/2014	NM	85F	4250.27	5574.64
	02/01/2015	NM	86C	4334.64	5685.36
2741 CODE ENFORCEMENT OFFICER	CURRENT	NM	70E	2836.00	3705.73
	12/13/2013	NM	71B	2892.00	3779.27
	10/01/2014	NM	71K	2948.00	3853.45
	02/01/2015	NM	72G	3006.18	3929.27
6053 COMBINATION TRUCK DRIVER	CURRENT	N3M	71G	3257.45	3825.64
	12/13/2013	N3M	72D	3321.55	3900.64
	10/01/2014	N3M	73A	3387.00	3977.00
	02/01/2015	N3M	73J	3453.18	4056.27
6601 CONSTRUCTION & REPAIR LABORER	CURRENT	NM	64C	2403.00	3140.45
	12/13/2013	NM	64L	2451.00	3202.27
	10/01/2014	NM	65H	2499.00	3265.36
	02/01/2015	NM	66E	2548.09	3329.73
6026 COUNTY MESSENGER DRIVER	CURRENT	NM	61L	2257.45	2955.00
	12/13/2013	NM	62H	2303.73	3013.55
	10/01/2014	NM	63E	2350.27	3072.82
	02/01/2015	NM	64B	2397.00	3132.73
8595 CREW INSTRUCTOR	CURRENT	NM	75E	3241.64	4239.82
	12/13/2013	NM	76B	3305.18	4323.82
	10/01/2014	NM	76K	3370.64	4410.36
	02/01/2015	NM	77G	3436.64	4498.55

2299 EVIDENCE & PROPERTY CUSTODIAN	CURRENT	NM	72B	2969.36	3881.55
	12/13/2013	NM	72K	3028.27	3957.91
	10/01/2014	NM	73G	3087.73	4036.45
	02/01/2015	NM	74D	3148.18	4116.55
2297 EVIDENCE CUSTODIAN, CORONER	CURRENT	NMX	71F	2920.00	4250.27
	12/13/2013	NMX	72C	2976.73	4334.64
	10/01/2014	NMX	72L	3035.64	4421.18
	02/01/2015	NMX	73H	3095.18	4509.64
6619 GENERAL MAINTENANCE WORKER	CURRENT	NM	70K	2871.00	3751.64
	12/13/2013	NM	71G	2927.00	3825.64
	10/01/2014	NM	72D	2984.09	3900.64
	02/01/2015	NM	73A	3043.00	3977.00
0350 GROUNDS MAINTENANCE HELPER	CURRENT	N1	FH		8.00
	12/13/2013	N1	FH		8.16
	10/01/2014	N1	FH		8.32
	02/01/2015	N1	FH		8.49
0352 GROUNDS MAINTENANCE WORKER I	CURRENT	NM	63B	2332.82	3050.45
	12/13/2013	NM	63K	2379.36	3110.09
	10/01/2014	NM	64G	2427.00	3171.36
	02/01/2015	NM	65D	2475.00	3233.73
0354 GROUNDS MAINTENANCE WORKER II	CURRENT	NM	67D	2611.09	3411.82
	12/13/2013	NM	68A	2662.00	3478.00
	10/01/2014	NM	68J	2715.09	3547.09
	02/01/2015	NM	69F	2768.18	3616.64
7379 HEAVY POWER EQUIPMENT OILER	CURRENT	NM	78C	3495.27	4576.73
	12/13/2013	NM	78L	3564.36	4667.64
	10/01/2014	NM	79H	3634.09	4761.09
	02/01/2015	NM	80E	3705.73	4856.00
7378 HEAVY POWER EQUIPMENT OPERATOR	CURRENT	NM	83C	3996.82	5242.00
	12/13/2013	NM	83L	4076.09	5346.00
	10/01/2014	NM	84H	4157.27	5452.55
	02/01/2015	NM	85E	4239.82	5560.91
6051 HEAVY TRUCK DRIVER	CURRENT	N3M	71J	3273.27	3844.18
	12/13/2013	N3M	72F	3337.91	3919.73
	10/01/2014	N3M	73C	3403.55	3996.82
	02/01/2015	N3M	73L	3469.73	4076.09
6642 INSTRUMENT TECHNICIAN	CURRENT	NM	88C	4576.73	6002.82
	12/13/2013	NM	88L	4667.64	6122.09
	10/01/2014	NM	89H	4761.09	6244.55
	02/01/2015	NM	90E	4856.00	6368.91
6068 LIGHT BUS DRIVER	CURRENT	NM	61K	2251.91	2948.00
	12/13/2013	NM	62G	2297.91	3006.18
	10/01/2014	NM	63D	2344.45	3065.36
	02/01/2015	NM	64A	2391.00	3125.00

7364 LIGHT TRACTOR OPERATOR	CURRENT	NM	70C	2822.00	3687.36
	12/13/2013	NM	70L	2878.00	3760.82
	10/01/2014	NM	71H	2934.00	3834.91
	02/01/2015	NM	72E	2991.45	3910.18
6022 LIGHT VEHICLE DRIVER	CURRENT	NM	58L	2078.82	2728.36
	12/13/2013	NM	59H	2120.91	2781.45
	10/01/2014	NM	60E	2163.82	2836.00
	02/01/2015	NM	61B	2207.55	2892.00
6587 MARINA MAINTENANCE WORKER	CURRENT	NM	71E	2913.00	3807.09
	12/13/2013	NM	72B	2969.36	3881.55
	10/01/2014	NM	72K	3028.27	3957.91
	02/01/2015	NM	73G	3087.73	4036.45
6049 MEDIUM TRUCK DRIVER	CURRENT	N3M	67G	2927.00	3436.64
	12/13/2013	N3M	68D	2984.09	3503.91
	10/01/2014	N3M	69A	3043.00	3573.00
	02/01/2015	N3M	69J	3102.64	3642.82
0369 PARK ANIMAL KEEPER	CURRENT	NM	72A	2962.00	3872.00
	12/13/2013	NM	72J	3020.91	3948.36
	10/01/2014	NM	73F	3080.27	4026.55
	02/01/2015	NM	74C	3140.45	4106.36
2742 PARKING CONTROL OFFICER	CURRENT	NM	68E	2688.55	3512.55
	12/13/2013	NM	69B	2741.64	3581.73
	10/01/2014	NM	69K	2794.73	3651.55
	02/01/2015	NM	70G	2850.00	3724.09
5993 PARKING LOT ATTENDANT	CURRENT	NM	57F	1997.55	2623.82
	12/13/2013	NM	58C	2037.36	2675.27
	10/01/2014	NM	58L	2078.82	2728.36
	02/01/2015	NM	59H	2120.91	2781.45
6757 PARKING LOT SWEEPER OPERATOR	CURRENT	NM	61G	2235.27	2927.00
	12/13/2013	NM	62D	2280.45	2984.09
	10/01/2014	NM	63A	2327.00	3043.00
	02/01/2015	NM	63J	2373.55	3102.64
0044 PEST CONTROL WORKER	CURRENT	NM	68L	2728.36	3564.36
	12/13/2013	NM	69H	2781.45	3634.09
	10/01/2014	NM	70E	2836.00	3705.73
	02/01/2015	NM	71B	2892.00	3779.27
0344 PLANT NURSERY WORKER	CURRENT	NM	70L	2878.00	3760.82
	12/13/2013	NM	71H	2934.00	3834.91
	10/01/2014	NM	72E	2991.45	3910.18
	02/01/2015	NM	73B	3050.45	3986.91
7374 POWER EQUIPMENT OPERATOR	CURRENT	N2M	82C	4106.36	5101.45
	12/13/2013	N2M	82L	4187.82	5203.27
	10/01/2014	N2M	83H	4271.18	5307.00
	02/01/2015	N2M	84E	4356.27	5412.45

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7384 POWER SWEEPER OPERATOR	CURRENT	NM	80C	3687.36	4832.00
	12/13/2013	NM	80L	3760.82	4928.00
	10/01/2014	NM	81H	3834.91	5026.55
	02/01/2015	NM	82E	3910.18	5126.91
7575 PRINTER I	CURRENT	NM	67G	2630.18	3436.64
	12/13/2013	NM	68D	2681.91	3503.91
	10/01/2014	NM	69A	2735.00	3573.00
	02/01/2015	NM	69J	2788.09	3642.82
7576 PRINTER II	CURRENT	N3M	72E	3329.73	3910.18
	12/13/2013	N3M	73B	3395.27	3986.91
	10/01/2014	N3M	73K	3461.45	4066.18
	02/01/2015	N3M	74G	3529.82	4147.09
5924 PUBLIC WORKS CREW LEADER	CURRENT	NM	76K	3370.64	4410.36
	12/13/2013	NM	77G	3436.64	4498.55
	10/01/2014	NM	78D	3503.91	4588.09
	02/01/2015	NM	79A	3573.00	4679.00
5922 PUBLIC WORKS LABORER	CURRENT	NM	64K	2445.00	3194.55
	12/13/2013	NM	65G	2493.00	3257.45
	10/01/2014	NM	66D	2541.82	3321.55
	02/01/2015	NM	67A	2592.00	3387.00
5923 PUBLIC WORKS MAINTENANCE WORKER	CURRENT	NM	68K	2721.73	3555.73
	12/13/2013	NM	69G	2774.82	3625.36
	10/01/2014	NM	70D	2829.00	3696.55
	02/01/2015	NM	71A	2885.00	3770.00
6052 REFUSE TRUCK DRIVER	CURRENT	N3M	71G	3257.45	3825.64
	12/13/2013	N3M	72D	3321.55	3900.64
	10/01/2014	N3M	73A	3387.00	3977.00
	02/01/2015	N3M	73J	3453.18	4056.27
6061 REFUSE TRUCK HELPER	CURRENT	NM	63F	2356.09	3080.27
	12/13/2013	NM	64C	2403.00	3140.45
	10/01/2014	NM	64L	2451.00	3202.27
	02/01/2015	NM	65H	2499.00	3265.36
6622 SENIOR GENERAL MAINTENANCE WORKER	CURRENT	NM	74K	3194.55	4177.64
	12/13/2013	NM	75G	3257.45	4260.73
	10/01/2014	NM	76D	3321.55	4345.45
	02/01/2015	NM	77A	3387.00	4432.00
0358 SENIOR GROUNDS MAINTENANCE WORKER	CURRENT	NM	70L	2878.00	3760.82
	12/13/2013	NM	71H	2934.00	3834.91
	10/01/2014	NM	72E	2991.45	3910.18
	02/01/2015	NM	73B	3050.45	3986.91
0034 SENIOR WEED ABATEMENT WORKER	CURRENT	NM	68L	2728.36	3564.36
	12/13/2013	NM	69H	2781.45	3634.09
	10/01/2014	NM	70E	2836.00	3705.73
	02/01/2015	NM	71B	2892.00	3779.27

6593 SIGN ENGRAVING MACHINE OPERATOR	CURRENT	NM	63F	2356.09	3080.27
	12/13/2013	NM	64C	2403.00	3140.45
	10/01/2014	NM	64L	2451.00	3202.27
	02/01/2015	NM	65H	2499.00	3265.36
7007 TRAFFIC PAINTER & SIGN POSTER	CURRENT	NM	72G	3006.18	3929.27
	12/13/2013	NM	73D	3065.36	4006.73
	10/01/2014	NM	74A	3125.00	4086.00
	02/01/2015	NM	74J	3186.82	4167.45
6054 TRANSPORTATION TRUCK DRIVER	CURRENT	N3M	75D	3599.18	4229.36
	12/13/2013	N3M	76A	3669.00	4313.00
	10/01/2014	N3M	76J	3742.45	4399.55
	02/01/2015	N3M	77F	3816.36	4487.45
6063 TRANSPORTATION TRUCK HELPER	CURRENT	NM	64F	2421.00	3163.64
	12/13/2013	NM	65C	2469.00	3225.82
	10/01/2014	NM	65L	2517.00	3289.09
	02/01/2015	NM	66H	2566.91	3354.27
0400 TREE SPRAYER	CURRENT	NM	76L	3378.82	4421.18
	12/13/2013	NM	77H	3444.91	4509.64
	10/01/2014	NM	78E	3512.55	4599.45
	02/01/2015	NM	79B	3581.73	4690.73
0391 TREE TRIMMER	CURRENT	NM	72L	3035.64	3967.45
	12/13/2013	NM	73H	3095.18	4046.36
	10/01/2014	NM	74E	3155.91	4126.73
	02/01/2015	NM	75B	3217.91	4208.45
0394 TREE TRIMMER WORKING SUPERVISOR	CURRENT	NM	76L	3378.82	4421.18
	12/13/2013	NM	77H	3444.91	4509.64
	10/01/2014	NM	78E	3512.55	4599.45
	02/01/2015	NM	79B	3581.73	4690.73
6059 TRUCK HELPER	CURRENT	NM	63A	2327.00	3043.00
	12/13/2013	NM	63J	2373.55	3102.64
	10/01/2014	NM	64F	2421.00	3163.64
	02/01/2015	NM	65C	2469.00	3225.82
7365 UTILITY TRACTOR OPERATOR	CURRENT	NM	78F	3521.18	4610.82
	12/13/2013	NM	79C	3590.45	4702.45
	10/01/2014	NM	79L	3660.27	4796.27
	02/01/2015	NM	80H	3733.27	4892.00
2331 WAREHOUSE WORKER I	CURRENT	NM	67G	2630.18	3436.64
	12/13/2013	NM	68D	2681.91	3503.91
	10/01/2014	NM	69A	2735.00	3573.00
	02/01/2015	NM	69J	2788.09	3642.82
2329 WAREHOUSE WORKER AID	CURRENT	NM	65G	2493.00	3257.45
	12/13/2013	NM	66D	2541.82	3321.55
	10/01/2014	NM	67A	2592.00	3387.00
	02/01/2015	NM	67J	2642.91	3453.18

0038 WEED & PEST ABATEMENT WORKER	CURRENT	NM	62L	2321.18	3035.64
	12/13/2013	NM	63H	2367.73	3095.18
	10/01/2014	NM	64E	2415.00	3155.91
	02/01/2015	NM	65B	2463.00	3217.91
6790 WINDOW WASHER	CURRENT	N2M	66J	2715.09	3362.45
	12/13/2013	N2M	67F	2768.18	3428.36
	10/01/2014	N2M	68C	2822.00	3495.27
	02/01/2015	N2M	68L	2878.00	3564.36
8254 YOUTH WORKER, GENERAL LABOR	CURRENT		F		1477.25
	12/13/2013		F		1506.80
	10/01/2014		F		1536.94
	02/01/2015		F		1567.68
8253 YOUTH WORKER, FACILITIES SUPPORT	CURRENT		F		1477.25
	12/13/2013		F		1506.80
	10/01/2014		F		1536.94
	02/01/2015		F		1567.68

Section 2. Vacation For Pay Program

A. Vacation Usage

Any special vacation earned during the period from October 1, 1993 through June 30, 1994 may be used with the prior approval of management.

B. Payoff of Special Vacation

On or after August 1, 1995, at the employee's option, unused special vacation may continue to be taken as time off, subject to prior management approval, or may be converted to pay. An employee electing payment for any portion of the employee's special vacation balance, may submit a request to management and, within 45 days of that request, shall be paid at the workday pay rate then in effect for the employee. Any employee who terminates County employment shall be paid upon termination at the workday rate then in effect for any remaining special vacation granted pursuant to this article. It is understood that

the Board of Supervisors may direct at any time prior to termination that some or all employees be paid at the workday pay rate then in effect for the employee for some or all of the unused special vacation.

Section 3. Step Advances

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- B. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- C. Grievances arising out of this section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.
 - (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section.

In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 4.

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

ARTICLE 53 PUBLIC WORKS FOOD FOR THE WINTER

Section 1.

The County agrees to continue, as per County Code 5.76.060, to equip food supplies to the rural work sites for Public Works road yards:

RD 557 Sub-yard (Millcreek),
Mountain Operations Mount Wilson,

RD 558 Sub-yard (Jackson Lake).

The Department agrees to purchase and store food onsite at the above mentioned facilities in the beginning of October, for employees that have no way to get to food because of the distance between the work area, and/or for the employee that work emergency call out or continuance of work shifts into the long hours beyond regular work shifts.

This article is for reference to existing County Code provisions only and shall not be subject to Article 11 grievance procedure in this MOU. This article will cease to exist September 30, 2011.

APPENDIX
LABOR MANAGEMENT COMMITTEE

Section 1. Purpose

Departmental management and Labor may institute discussion of issues at the department level that are of mutual concern.

Section 2. Procedures

1. Provide an agenda at least two weeks (ten business days) in advance of meeting.

2. The agenda shall contain no more than three (3) items for discussion.

3. A reasonable number of Departmental representatives with direct knowledge of agenda items may attend Labor Management Committee, absent operational impact.

4. Departmental Management will respond in a timely manner.

5. If the meeting is postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed upon by the parties.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX B

OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. LIGHTING

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. GLARE

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. MAINTENANCE

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX C

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave; most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

SWHa

U.S. Wage and Hour Division



2218 Kausen Drive, Suite 100
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"NOTICE A"

PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Ste. 100,
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320
Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE B"FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND
PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number
DFEH-100-21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By  _____
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

By  _____
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISORY ARTISAN AND BLUE COLLAR EMPLOYEES
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representative
(hereinafter) referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County")

AND

SEIU, Local 721, CTW, CLC (hereinafter referred
to as "Union")

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SIGNATURE PAGE i

ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Section 1.

LACEA, Local 660, SEIU was certified by the County's Employee Relations Commission on April 30, 1970 (Employee Relations Commission File No. R-54-69) as the majority representative for the Supervisory Artisan and Blue Collar Representation Unit pursuant to a representational election duly held by ERCOM on January 23, and 26, 1970 to select a majority representative for the employees in said unit. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007 transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU Local 660 and SEIU Local 535. Management recognizes SEIU, Local 721, as the majority representative for all Supervisory Artisan and Blue Collar employees currently and hereafter employed in the employee classifications in this unit as well as classifications which may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management agrees that it shall recognize SEIU, Local 721, as the exclusive representative of the employees in this Unit when County rules, regulations or laws are amended and SEIU, Local 721, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

Section 1. Calendar for Negotiations

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOUs. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOUs

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the

departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the

employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer

affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.
5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and

agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the

matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within

sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination
 - Implementation
 - Term
 - Renegotiation
 - Safety and Health
 - Payroll Deductions and Dues
 - Authorized Agents
 - Provisions of Law
 - Workplace Retraining
 - New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond

the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency,

Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3. Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4. Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:
- appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDYSection 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

- Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

- FLSA Exempt employees must request EVTO in full work day increments.

- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

- EVTO is not available to employees on any other paid or unpaid leave.

- Department Heads may continue to approve other unpaid leave of absences.

- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the

employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County,

Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAININGSection 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its

efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC I.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT
COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDS**Section 1.**

Management will furnish adequate bulletin board space to SEIU, Local 721, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTHSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. Local 721 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his Steward to the departmental safety representative.

On any matter of safety or health that is not resolved by the departmental safety representative within a reasonable period of time, the Steward may confer with the departmental safety representative who will respond in writing.

If the Steward is not satisfied with the response of the departmental safety representative, a Local 721 business agent may consult with the Chief of Disability Benefits, Health and Safety of the Chief Executive Office or his designated representative. The representative of this branch shall investigate the matter and advise the department head and Local 721 of his findings in the case and his recommendation, if any.

It is understood and agreed that Local 721 reserves its rights under Article 13, Grievances - General in Character, in cases where Local 721 does not consider the resolution of a given safety problem through the procedure outlined herein to be correct in light of the facts of the situation even though the case in dispute may not involve a significantly large number of employees.

Section 2. First Aid Kits

The departmental safety representative or appropriate representative will make every reasonable effort to maintain complete first aid kits. Such kits will be distributed among departmental facilities wherever feasible.

Section 3.

Management and Local 721 mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4.

Management shall provide CPR and first aid training to all members of the Unit whom management determines needs such training or where it is required by law.

Section 5.

Within 60 days after the effective date of this Memorandum of Understanding management will meet with Union representatives to establish departmental safety committees whose sole purpose shall be to make mutual recommendations to management concerning matters of safety in County facilities where persons covered by this agreement are assigned. Each departmental committee shall consist of three (3) management representatives and three (3) Union representatives, the latter to be selected by the Union.

The committee shall meet quarterly unless mutually waived. Each meeting must be preceded by adequate notice of ten (10) business days and written agenda. The meeting shall be waived if no notice and written agenda is provided by either party.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (e-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 **PERSONNEL PRACTICES****Section 1**

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2 **Dignity and Professionalism in the Workplace**

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or

other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.
4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDSSection 1. Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by SEIU, Local 721.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

A Steward shall not be transferred, or changed to a different work shift without Local 721 approval as long as work for which he is qualified is available. This paragraph is not to be construed to limit changes resulting from promotion.

The Steward may attend employee orientation meetings.

ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1 Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals.

Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2 Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3 Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4 Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.

- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.

- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.

- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.

- E. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5 Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce

reductions, management shall notify SEIU, Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.

- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.

- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.

- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resource's office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.

- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.

- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.

- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County". This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6 Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services' facilities and will work together to overcome

any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional, and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 7 Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.

2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).

2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.

3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.

4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing

the establishment of a Code Green Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8 Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9 Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10 DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including but not limited to study guides and practice skills labs;
- Study time and remediation; and
- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42DEPARTMENT OF MENTAL HEALTH HEALTH CARE REFORM

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for and responding to changes under healthcare reform and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare reform before implementation.

The committee will have fifteen (15) Local 721 employee representatives.

Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform in DMH' when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization with the goal of achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.
- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform Committee

This article will expire on September 30, 2015, with the exception of the section on work place safety. If the parties have not completed the work of DMH health care reform by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44 **WORK SCHEDULES****Purpose**

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management.

For the purpose of work schedules, the normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15 minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within general area as prescribed by management.

B. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section D), employees' work schedules shall not be changed without written notice to the employee at least five (5) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective.

C. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

D. Emergencies

Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

E. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

F. The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, management may direct the employee to take off an equivalent number of hours during the same work week. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same work week.

G. Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

H. Consultation on Saturday and Sunday Work Schedules

Consultation on Saturday and Sunday Work Schedules – at written request of Local 721, work schedule issues shall be brought before a Joint Labor Management Committee for full time permanent employees within bargaining unit.

This Committee shall be comprised of three departmental representatives and three employee representatives from bargaining unit. The parties agree to meet three times a year.

ARTICLE 45 TRANSFERS

Any employee assigned to the departments of Animal Control, Beaches & Harbors, Fire, Health Services, Internal Services, Parks & Recreation, and Public Works may submit a written request for transfer and have his/her name placed on a list to be kept by the Personnel Office for distribution to the manager of the work location to which the employee is requesting a transfer. The request will be retained for a period of one year. It is understood that the request is for an available, vacant position in the same classification within the employee's department. Management will consider these requests for transfer when filling vacancies. However, this Article in no way is intended to limit management's authority to make appointments.

In the event that an employee in the departments of Animal Control, Fire, Health Services, Internal Services, Parks & Recreation, and Public Works is involuntarily transferred to a work location in another geographical area, as defined in the Artisan & Blue Collar MOU, and at the written request of Local 721, the parties agree to waive the first step of the grievance procedure.

The parties agree that the provisions of this Article do not apply to involuntary transfers which result from work force reductions.

ARTICLE 46 UNIFORMS

Section 1.

The parties agree to recommend jointly to the Board of Supervisors that five (5) basic uniforms consisting of five (5) shirts, five (5) pairs of pants, and one jacket, as prescribed by Management, will be provided to each new full-time employee where such uniforms are required by Management.

Only specific articles of uniforms that Management requires employees to wear shall be furnished. With Department Head (appointing authority) approval, management may provide work boots.

Section 2.

Management agrees to replace not more than the articles of uniform defined in Section 1 on an as-needed basis. Worn out articles of uniform must be turned in to department management in order to obtain replacements.

Section 3.

In the event any employee terminates County employment within six months, the basic articles of uniform must be returned to the County upon termination.

Section 4.

The Department of Animal Control will implement issuing uniforms as follows:

Animal Control Officer IV

- 3 Class "A" uniforms
- 2 Class "B" uniforms
- 1 Belt
- 1 Pair of Boots

Section 5. Probation Department

The Probation Department will issue uniforms to Supervising Crew Instructors. Only specific articles of uniforms that Management requires employees to wear shall be furnished. The number, type, and style of uniform to be issued will be determined at a Departmental Joint Labor Management Committee.

ARTICLE 47 RIGHTS OF UNIT

Management agrees to permit three (3) employees in the unit, designated by SEIU, Local 721, as spokespersons for the Unit, time off with pay to attend meetings between SEIU, Local 721 and County Management where the subject of such meetings involves basic issues affecting employee relations concerning the entire unit.

The names of the employees so designated will be provided in writing by SEIU, Local 721 to Management. SEIU, Local 721, agrees that the employee designated shall not log nor be entitled to compensatory time or premium pay for time spent pursuing activities allowed under this article.

ARTICLE 48 AFFIRMATIVE ACTION

The parties agree to establish an Affirmative Action Committee within this unit which will meet quarterly to identify areas of concern, if any, involving classes within this bargaining unit and to recommend solutions to defined problems, to County management.

This Committee shall be composed of three members of management, one of which shall be from the Chief Executive Office, and two employees from the unit and one staff representative from the Union.

The Committee shall meet during working hours without loss of compensation.

ARTICLE 49 TRAINING AND EMPLOYEE DEVELOPMENT

Management and SEIU, Local 721 recognize the importance of training employees within the Unit. Management agrees to continue departmental in-service training programs which are in effect at the time this Memorandum of Understanding is implemented until their terms have expired, and also to encourage the establishment of in-service training programs in departments and classifications where possible. Management agrees to make information concerning in-service training programs available to employees within the Unit.

Management agrees that training programs will not be established to deprive qualified employees of higher earnings.

ARTICLE 50 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.
- B. The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
- C. On or after October 1, 1995, at the employee's option, Compensatory Time Off (CTO) accrued during the period from October 1, 1993, through and including June 30, 1994 and remaining on the books may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

- D. With Department Head (Appointing Authority) approval, an employee in the bargaining unit may elect to work up to 54 hours of FLSA overtime to be used as compensatory time off in lieu of pay. Compensatory time is accrued at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. No more than 81 hours of compensatory time may be accrued in a calendar year. All overtime hours worked in excess of 54 and accrued as compensatory time in a calendar year shall be paid.

To use compensatory time, an employee must submit a written request to the immediate supervisor at least ten (10) days prior to the first date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval of departmental management. Accumulated compensatory time must be used by the end of the calendar year following the year in which it was earned or it shall be paid. Accrued compensatory time shall be paid prior to any promotions.

Management may direct an employee to use accumulated compensatory time provided the employee is given ten (10) business days' notice. Unless approved by management, employees may not accrue overtime hours which are worked during disaster periods or emergencies declared by the Board of Supervisors, local or federal government.

Section 2. Usage of Non-FLSA Earned Compensatory Time

- A. Employee shall not be directed by management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off.

Requests for time-off will be approved based on the needs of the service as determined by management.

- B. With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.

Section 5.

An employee who works a four (4) day - 40 hour week schedule or a nine (9) day - 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

ARTICLE 51 SPECIAL PAY PRACTICESSection 1.

- A. Any person employed in the Sheriff's Department items of Senior Baker (Item No 6377), Head Baker (Item No. 6378), Head Cook (Item No. 6402), Chief Cook (Item No. 6405), and Senior Butcher (Item No. 6386), shall be compensated at a rate one schedule higher than that established for such position in this Memorandum of Understanding.

- B. Any person in this Unit employed in the Department of Public Works who is certified by the State of California to work with explosives or, who directly assists any employee in the Department who is certified by the State of California to work with explosives shall be entitled to additional compensation at the rate of \$.50 per hour more than that provided for in Section 1 of Article 49 of this Memorandum of Understanding for each hour actually worked in any assignments requiring the handling, placement or discharge of explosives.

- C. Any person employed in the Department of Probation in the item of Head Cook (Item No. 6402) shall be compensated at a rate one schedule higher than that established for such position in this Memorandum of Understanding.

- D. Any person employed in the Internal Services Department in the item of Transportation Services Supervisor I shall be compensated at the rate one schedule higher than that established for such position in this Memorandum of Understanding.

- E. Effective October 1, 1991, notwithstanding any other provision of this MOU, persons in the bargaining unit, in the Department of Public Works, who, at the request of management obtain or re-new a class "A" or "B" motor vehicle license, restricted chemical applicator certificate, or other license or certificate, that is not as normal practice, required for the class in which they are employed, shall be reimbursed for the specific cost of such license or certificate as charged by the issuing agency.
- F. Effective October 1, 2006, notwithstanding any other provision of this Memorandum of Understanding, persons in the bargaining unit who, with the approval of management, obtain or renew a class "A" or "B" motor vehicle license, that is not as a normal practice required for the class in which they are employed, shall be entitled to a three percent (3%) bonus higher than that established for such classifications in Section 1 of Article 49 of the Memorandum of Understanding. This provision does not apply to employees that acquire an "A or B" motor vehicle license in connection with their voluntary participation in a departmental training program

Section 2. Call Back

Whenever an employee is unexpectedly ordered by his/her Department Head or designated management representative to return to work following the termination of his normal work shift or normal workweek and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four (4) hours will be compensated for in accordance with the provisions of Article 50 Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four (4) hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 3. Standby Pay

It is understood and agreed that effective January 1, 1996, employees in this unit who are assigned regularly scheduled periods of authorized standby service at off-duty times shall receive a 75 cents per hour bonus for such service to a maximum of \$100.00 per month.

Management shall specify at the beginning each quarterly period commencing January 1, 1996, the number of employees by classification that are required to be available for standby work. Each employee within a department may specify to the department that such employee does not desire to be available for standby work. In the

event an insufficient number of employees are available for such standby work, then the department may assign standby work to employees on the basis of the least senior employees in the department being so assigned.

No additional compensation for stand by status shall be made since the employee placed on standby status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Section 4. Shift Premium

Second (swing) shift employees shall receive a premium of fifty (50) cents per hour. The second shift is one in which five-eighths (5/8) of the employee's straight time hours of work fall between 4 p.m. and 11 p.m.

Third (graveyard) shift employees shall receive a premium of fifty (50) cents per hour. The third shift is one in which five-eighths (5/8) of the employee's straight time hours of work fall between 9 p.m. and 8 a.m.

The parties agree to jointly recommend to the County's Board of Supervisors that effective July 1, 2001, the shift premium for the second (swing) and third (graveyard) shifts shall increase by \$.10 hour to a total of \$.75 per hour above the established rate for the classification.

Section 5. Automotive Service Excellence Certificates

A permanent, full-time employee in the classification of Power Equipment Mechanic Working Supervisor (7436A) shall be entitled to twenty-five (25) cents per hour for each

valid Automotive Service Excellence (ASE) Certificate earned in the following areas:

1. Gasoline Engines, T1
2. Diesel Engines, T2
3. Drive Train, T3 or A3
4. Brakes, T4 or A5
5. Suspension & Steering, T5 or A4
6. Electrical Systems, T6 or A6
7. Heating & Air Conditioning, T7 or A4
8. Preventative Maintenance, T8
9. Engine Repair, A1
10. Automatic Transmission/transaxle, A2
11. Engine Performance, A8

A permanent, full-time employee in the classification of Power Equipment Mechanic Supervisor (7437) may retain the bonus earned as provided for above. However, employees will not receive the bonus for additional ASE certificates earned after October 1, 2007.

In the event the employee fails to maintain certification in any of the above-reference areas, the employee will lose the ASE bonus for that certificate. Even if the employee elects to renew the invalid certificate, the employee will not be eligible for the bonus for that specific certificate.

Employees in the aforementioned classifications are eligible to receive the bonus for either automobile or the equivalent ASE for medium/heavy truck certification, but not both.

ARTICLE 52 SALARIESSection 1.

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
2982	ANIMAL CONTROL OFFICER IV	CURRENT	NM	81K	3853.45	5051.27
		12/13/2013	NM	82G	3929.27	5152.36
		10/01/2014	NM	83D	4006.73	5255.00
		02/01/2015	NM	84A	4086.00	5359.00
6042	ASST AUTOMOTIVE EQUIPMENT COORD	CURRENT	NM	83B	3986.91	5229.00
		12/13/2013	NM	83K	4066.18	5333.00
		10/01/2014	NM	84G	4147.09	5439.18
		02/01/2015	NM	85D	4229.36	5547.18
0406	ASST ROADSIDE TREE SUPERINTENDENT	CURRENT	NM	85L	4302.55	5643.27
		12/13/2013	NM	86H	4388.73	5756.27
		10/01/2014	NM	87E	4476.36	5871.18
		02/01/2015	NM	88B	4565.36	5987.91
6043	AUTOMOTIVE EQUIPMENT COORDINATOR	CURRENT	NM	88B	4565.36	5987.91
		12/13/2013	NM	88K	4656.27	6107.18
		10/01/2014	NM	89G	4749.36	6229.18
		02/01/2015	NM	90D	4844.00	6353.18
0378	BEACH MAINTENANCE SUPERVISOR	CURRENT	NM	80L	3760.82	4928.00
		12/13/2013	NM	81H	3834.91	5026.55
		10/01/2014	NM	82E	3910.18	5126.91
		02/01/2015	NM	83B	3986.91	5229.00
7465	BODY & FENDER MECHANIC WKG SUPVR	CURRENT		F		5211.67
		12/13/2013		F		5315.90
		10/01/2014		F		5422.22
		02/01/2015		F		5530.66
6405	CHIEF COOK	CURRENT	NM	75H	3265.36	4271.18
		12/13/2013	NM	76E	3329.73	4356.27
		10/01/2014	NM	77B	3395.27	4443.09
		02/01/2015	NM	77K	3461.45	4531.82
6778	CUSTODIAN SUPERVISOR	CURRENT	NM	63K	2379.36	3110.09
		12/13/2013	NM	64G	2427.00	3171.36
		10/01/2014	NM	65D	2475.00	3233.73
		02/01/2015	NM	66A	2523.00	3297.00

6776 CUSTODIAN WORKING SUPERVISOR	CURRENT	NM	59F	2110.36	2768.18
	12/13/2013	NM	60C	2152.91	2822.00
	10/01/2014	NM	60L	2196.55	2878.00
	02/01/2015	NM	61H	2240.82	2934.00
6616 EQUIPMENT MAINTENANCE SUPERVISOR	CURRENT	NM	80F	3714.91	4868.00
	12/13/2013	NM	81C	3788.55	4964.73
	10/01/2014	NM	81L	3862.73	5063.64
	02/01/2015	NM	82H	3938.82	5165.09
5907 FLOOD CONTROL CONSTRUCTION SUPVR	CURRENT	NM	91B	4952.36	6495.18
	12/13/2013	NM	91K	5051.27	6624.64
	10/01/2014	NM	92G	5152.36	6756.82
	02/01/2015	NM	93D	5255.00	6891.27
6625 GENERAL MAINTENANCE SUPERVISOR	CURRENT	NM	80B	3678.18	4820.00
	12/13/2013	NM	80K	3751.64	4916.00
	10/01/2014	NM	81G	3825.64	5014.18
	02/01/2015	NM	82D	3900.64	5114.18
0361 GROUNDS MAINTENANCE SUPERVISOR	CURRENT	NM	75B	3217.91	4208.45
	12/13/2013	NM	75K	3281.18	4292.09
	10/01/2014	NM	76G	3346.09	4377.91
	02/01/2015	NM	77D	3411.82	4465.27
1025 HEAD, BUILDING MAINTENANCE, PW	CURRENT	NM	83B	3986.91	5229.00
	12/13/2013	NM	83K	4066.18	5333.00
	10/01/2014	NM	84G	4147.09	5439.18
	02/01/2015	NM	85D	4229.36	5547.18
6402 HEAD COOK	CURRENT	NM	72F	2998.82	3919.73
	12/13/2013	NM	73C	3057.91	3996.82
	10/01/2014	NM	73L	3117.55	4076.09
	02/01/2015	NM	74H	3179.09	4157.27
6423 HEAD FOOD SERVICE WORKER	CURRENT	NM	64C	2403.00	3140.45
	12/13/2013	NM	64L	2451.00	3202.27
	10/01/2014	NM	65H	2499.00	3265.36
	02/01/2015	NM	66E	2548.09	3329.73
6647 HEAD INSTRUMENT TECHNICIAN	CURRENT	NM	92D	5114.18	6706.91
	12/13/2013	NM	93A	5216.00	6840.00
	10/01/2014	NM	93J	5320.00	6976.73
	02/01/2015	NM	94F	5425.82	7115.73
0345 HEAD PLANT NURSERY WORKER	CURRENT	NM	76L	3378.82	4421.18
	12/13/2013	NM	77H	3444.91	4509.64
	10/01/2014	NM	78E	3512.55	4599.45
	02/01/2015	NM	79B	3581.73	4690.73
7617 HEAD SEWING WORKER	CURRENT	NM	67G	2630.18	3436.64
	12/13/2013	NM	68D	2681.91	3503.91
	10/01/2014	NM	69A	2735.00	3573.00
	02/01/2015	NM	69J	2788.09	3642.82

6779 INMATE CREW SUPERVISOR	CURRENT	NM	63F	2356.09	3080.27
	12/13/2013	NM	64C	2403.00	3140.45
	10/01/2014	NM	64L	2451.00	3202.27
	02/01/2015	NM	65H	2499.00	3265.36
0343 INSTITUTIONAL GARDENING MANAGER	CURRENT	NM	76L	3378.82	4421.18
	12/13/2013	NM	77H	3444.91	4509.64
	10/01/2014	NM	78E	3512.55	4599.45
	02/01/2015	NM	79B	3581.73	4690.73
6796 INSTITUTIONAL SERVICES SUPERVISOR	CURRENT	NM	67F	2623.82	3428.36
	12/13/2013	NM	68C	2675.27	3495.27
	10/01/2014	NM	68L	2728.36	3564.36
	02/01/2015	NM	69H	2781.45	3634.09
6713 INTERMEDIATE HOUSEKEEPER	CURRENT	NM	59F	2110.36	2768.18
	12/13/2013	NM	60C	2152.91	2822.00
	10/01/2014	NM	60L	2196.55	2878.00
	02/01/2015	NM	61H	2240.82	2934.00
6875 LAUNDRY SUPERVISOR I	CURRENT	NM	68A	2662.00	3478.00
	12/13/2013	NM	68J	2715.09	3547.09
	10/01/2014	NM	69F	2768.18	3616.64
	02/01/2015	NM	70C	2822.00	3687.36
6878 LAUNDRY SUPERVISOR II	CURRENT	NM	74A	3125.00	4086.00
	12/13/2013	NM	74J	3186.82	4167.45
	10/01/2014	NM	75F	3249.55	4250.27
	02/01/2015	NM	76C	3313.36	4334.64
6868 LINEN ROOM SUPERVISOR I	CURRENT	NM	61E	2224.18	2913.00
	12/13/2013	NM	62B	2268.82	2969.36
	10/01/2014	NM	62K	2315.36	3028.27
	02/01/2015	NM	63G	2361.91	3087.73
6869 LINEN ROOM SUPERVISOR II	CURRENT	NM	63E	2350.27	3072.82
	12/13/2013	NM	64B	2397.00	3132.73
	10/01/2014	NM	64K	2445.00	3194.55
	02/01/2015	NM	65G	2493.00	3257.45
6872 LINEN ROOM SUPERVISOR III	CURRENT	NM	69E	2761.55	3607.91
	12/13/2013	NM	70B	2815.00	3678.18
	10/01/2014	NM	70K	2871.00	3751.64
	02/01/2015	NM	71G	2927.00	3825.64
7437 POWER EQUIP TECHNICIAN SUPERVISOR	CURRENT		F		5448.62
	12/13/2013		F		5557.59
	10/01/2014		F		5668.74
	02/01/2015		F		5782.11
7436 POWER EQUIP TECHNICIAN WKG SUPVR	CURRENT		F		5211.75
	12/13/2013		F		5315.99
	10/01/2014		F		5422.31
	02/01/2015		F		5530.76

7578 PRINTING PRODUCTION SUPERVISOR II	CURRENT	NM	76J	3362.45	4399.55
	12/13/2013	NM	77F	3428.36	4487.45
	10/01/2014	NM	78C	3495.27	4576.73
	02/01/2015	NM	78L	3564.36	4667.64
8836 REGIONAL PARK SUPERINTENDENT I	CURRENT	NM	79A	3573.00	4679.00
	12/13/2013	NM	79J	3642.82	4772.82
	10/01/2014	NM	80F	3714.91	4868.00
	02/01/2015	NM	81C	3788.55	4964.73
0284 SENIOR ARBORETUM GARDENER	CURRENT	NM	73B	3050.45	3986.91
	12/13/2013	NM	73K	3110.09	4066.18
	10/01/2014	NM	74G	3171.36	4147.09
	02/01/2015	NM	75D	3233.73	4229.36
6377 SENIOR BAKER	CURRENT	NM	71G	2927.00	3825.64
	12/13/2013	NM	72D	2984.09	3900.64
	10/01/2014	NM	73A	3043.00	3977.00
	02/01/2015	NM	73J	3102.64	4056.27
6780 SENIOR CUSTODIAN SUPERVISOR	CURRENT	NM	67F	2623.82	3428.36
	12/13/2013	NM	68C	2675.27	3495.27
	10/01/2014	NM	68L	2728.36	3564.36
	02/01/2015	NM	69H	2781.45	3634.09
6644 SENIOR INSTRUMENT TECHNICIAN	CURRENT	NM	91C	4964.73	6511.36
	12/13/2013	NM	91L	5063.64	6640.82
	10/01/2014	NM	92H	5165.09	6773.45
	02/01/2015	NM	93E	5268.00	6908.36
7615 SENIOR SEWING WORKER	CURRENT	NM	61G	2235.27	2927.00
	12/13/2013	NM	62D	2280.45	2984.09
	10/01/2014	NM	63A	2327.00	3043.00
	02/01/2015	NM	63J	2373.55	3102.64
7008 SR TRAFFIC PAINTER & SIGN POSTER	CURRENT	NM	76J	3362.45	4399.55
	12/13/2013	NM	77F	3428.36	4487.45
	10/01/2014	NM	78C	3495.27	4576.73
	02/01/2015	NM	78L	3564.36	4667.64
6845 SENIOR WASHING EQUIPMENT OPERATOR	CURRENT	NM	62A	2263.00	2962.00
	12/13/2013	NM	62J	2309.55	3020.91
	10/01/2014	NM	63F	2356.09	3080.27
	02/01/2015	NM	64C	2403.00	3140.45
5968 SEWER MAINTENANCE SUPERVISOR	CURRENT	NM	91B	4952.36	6495.18
	12/13/2013	NM	91K	5051.27	6624.64
	10/01/2014	NM	92G	5152.36	6756.82
	02/01/2015	NM	93D	5255.00	6891.27
7446 SHOP SUPT,PUBLIC WORKS	CURRENT		F		6909.16
	12/13/2013		F		7047.34
	10/01/2014		F		7188.29
	02/01/2015		F		7332.06

6931 SUPVG BUSINESS EQUIP TECH,SHERIFF	CURRENT	NM	87A	4432.00	5813.00
	12/13/2013	NM	87J	4520.73	5929.36
	10/01/2014	NM	88F	4610.82	6047.55
	02/01/2015	NM	89C	4702.45	6167.73
2743 SUPERVISING PARKING CONTROL OFFICER	CURRENT	NM	73J	3102.64	4056.27
	12/13/2013	NM	74F	3163.64	4136.91
	10/01/2014	NM	75C	3225.82	4218.91
	02/01/2015	NM	75L	3289.09	4302.55
6724 SUPVG PERSONAL PROPERTY WORKER	CURRENT	NM	66D	2541.82	3321.55
	12/13/2013	NM	67A	2592.00	3387.00
	10/01/2014	NM	67J	2642.91	3453.18
	02/01/2015	NM	68F	2695.18	3521.18
7377 SUPVG POWER EQUIPMENT OPERATOR	CURRENT	NM	85C	4218.91	5533.45
	12/13/2013	NM	85L	4302.55	5643.27
	10/01/2014	NM	86H	4388.73	5756.27
	02/01/2015	NM	87E	4476.36	5871.18
6029 SUPERVISOR,MAIL & DELIVERY SERVICE	CURRENT	NM	70K	2871.00	3751.64
	12/13/2013	NM	71G	2927.00	3825.64
	10/01/2014	NM	72D	2984.09	3900.64
	02/01/2015	NM	73A	3043.00	3977.00
6591 SUPERVISOR,MARINA MAINTENANCE	CURRENT	NM	84E	4126.73	5412.45
	12/13/2013	NM	85B	4208.45	5519.73
	10/01/2014	NM	85K	4292.09	5629.55
	02/01/2015	NM	86G	4377.91	5742.09
7010 TRAFFIC PAINTER & SIGN POSTER SUPVR	CURRENT	NM	80E	3705.73	4856.00
	12/13/2013	NM	81B	3779.27	4952.36
	10/01/2014	NM	81K	3853.45	5051.27
	02/01/2015	NM	82G	3929.27	5152.36
6038 TRANSPORTATION & SERVICES SUPVR	CURRENT	NM	76L	3378.82	4421.18
	12/13/2013	NM	77H	3444.91	4509.64
	10/01/2014	NM	78E	3512.55	4599.45
	02/01/2015	NM	79B	3581.73	4690.73
5976 TRANSPORTATION SERVICES SUPVR I	CURRENT	NM	75E	3241.64	4239.82
	12/13/2013	NM	76B	3305.18	4323.82
	10/01/2014	NM	76K	3370.64	4410.36
	02/01/2015	NM	77G	3436.64	4498.55
0399 TREE TRIMMER & PEST CONTROL COORD	CURRENT	NM	83L	4076.09	5346.00
	12/13/2013	NM	84H	4157.27	5452.55
	10/01/2014	NM	85E	4239.82	5560.91
	02/01/2015	NM	86B	4323.82	5671.18
0397 TREE TRIMMER DISTRICT SUPERVISOR	CURRENT	NM	81L	3862.73	5063.64
	12/13/2013	NM	82H	3938.82	5165.09
	10/01/2014	NM	83E	4016.64	5268.00
	02/01/2015	NM	84B	4096.18	5372.36

2332 WAREHOUSE WORKER II	CURRENT	NM	71G	2927.00	3825.64
	12/13/2013	NM	72D	2984.09	3900.64
	10/01/2014	NM	73A	3043.00	3977.00
	02/01/2015	NM	73J	3102.64	4056.27
2333 WAREHOUSE WORKER III	CURRENT	NM	73G	3087.73	4036.45
	12/13/2013	NM	74D	3148.18	4116.55
	10/01/2014	NM	75A	3210.00	4198.00
	02/01/2015	NM	75J	3273.27	4281.64
2334 WAREHOUSE WORKER IV	CURRENT	NM	77G	3436.64	4498.55
	12/13/2013	NM	78D	3503.91	4588.09
	10/01/2014	NM	79A	3573.00	4679.00
	02/01/2015	NM	79J	3642.82	4772.82

Section 2. Vacation For Pay Program

A. Vacation Usage

Any special vacation earned during the period from October 1, 1993, Through June 30, 1994, may be used with the prior approval of management.

B. Payoff of Special Vacation

On or after August 1, 1995, at the employee's option, unused special vacation may continue to be taken as time off, subject to prior management approval, or may be converted to pay. An employee electing payment for any portion of the employee's special vacation balance, may submit a request to management and, within 45 days of that request, shall be paid at the workday pay rate then in effect for the employee. Any employee who terminates County employment shall be paid upon termination at the workday rate then in effect for any remaining special vacation granted pursuant

to this article. It is understood that the Board of Supervisors may direct at any time prior to termination that some or all employees be paid at the workday pay rate then in effect for the employee for some or all of the unused special vacation.

Section 3. Step Advances

- a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation.

The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

c. Grievances arising out of this section shall be processed as follows:

- (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources.

If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.

- (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section.

In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 4.

The parties having jointly reviewed and considered all available salary and wage information and data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

ARTICLE 53 PUBLIC WORKS FOOD FOR THE WINTER

Section 1.

The County agrees to continue, as per County Code 5.76.060, to equip food supplies to the rural work sites for Public Works road yards.

RD 557 Sub-yard (Millcreek),
Mountain Operations Mount Wilson,

RD 558 Sub-yard (Jackson Lake).

The Department agrees to purchase and store food onsite at the above mentioned facilities in the beginning of October, for employees that have no way to get to food because of the distance between the work area, and/or for the employee that work emergency call out or continuance of work shifts into the long hours beyond regular work shifts.

This article is for reference to existing County Code provisions only and shall not be subject to Article 11 grievance procedure in this MOU. This article will cease to exist September 30, 2011.

APPENDIX LABOR MANAGEMENT COMMITTEESection 1. Purpose

Departmental management and Labor may institute discussion of issues at the department level that are of mutual concern.

Section 2. Procedures

1. Provide an agenda at least two weeks (ten business days) in advance of meeting.

2. The agenda shall contain no more than three (3) items for discussion.

4. A reasonable number of Departmental representatives with direct knowledge of agenda items may attend Labor Management Committee, absent operational impact.

5. Departmental Management will respond in a timely manner.

6. If the meeting is postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed upon by the parties.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX B

OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. LIGHTING

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. GLARE

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. MAINTENANCE

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX C

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29

C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

SWHa

U.S. Wage and Hour Division

2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov



"NOTICE A"

PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

2218 Kausen Drive, Ste. 100,
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320 Fax
(916) 478-7329 www.dfeh.ca.gov



"NOTICE B"

FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE)
AND PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA- eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number
DFEH-100-21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

By 
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISING DEPUTY PROBATION OFFICERS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representative
(hereinafter) referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County"

AND

Joint Council of Supervising Deputy Probation
Officers Association/SEIU, Local 721, CTW, CLC
(hereinafter referred to as Joint Council).

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Joint Council of Supervising Deputy Probation Officers Association/Los Angeles County Employees Association was certified on December 10, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. 23-69) as the majority representative of County employees in the Supervising Deputy Probation Officers Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007, transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU Local 660. Management hereby recognizes Joint Council of Supervising Deputy Probation Officers Association/SEIU, Local 721, as the certified majority representative of the employees in said unit. The term "employee" or "employees" as used herein shall refer only to employees employed by the County in said Unit in the employee classifications listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Notwithstanding the above, if Management and Joint Council agree on exclusivity, then it will become effective in this Unit.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The Joint Council of Supervising Deputy Probation Officers Association/SEIU, Local 721's principal authorized agent shall be the Executive Director, or his/her duly authorized representative and the Chairperson, Supervising Deputy Probation Officers Association, or his/her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither the Joint Council nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of the Joint Council and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor. A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" means calendar days exclusive of Saturdays, Sundays, and legal holidays as designated by the Board of Supervisors. For employees in camps and juvenile facilities, "Business Days" means calendar days exclusive of regular days off and/or shifts off.

Section 3. Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the Article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4 Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. Management shall notify SEIU, Local 721, of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the SEIU, Local 721, representative elects to attend any formal grievance meeting, he/she must inform departmental management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witness may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee who has discussed his/her complaint in a meeting with

his/her immediate supervisor and has not had his/her complaint resolved, may file a formal written grievance with his/her supervisor.

- B. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she requests. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.
- C. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Chief Probation Officer

- 1. Within ten (10) business days from his/her receipt of the decision at Level 1, the employee may appeal to the Chief Probation Officer, using the original copy of the grievance form.
- 2. Within ten (10) business days from the receipt of the employee's grievance, the Chief Probation Officer or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, and present a written decision and the reasons therefore to the employee and the Union representative; however a grievance involving discharge of an

employee will be heard by the Chief Probation Officer at a meeting to be held within ten (10) business days after receipt of the grievance by the Chief Probation Officer.

3. If the Chief Probation Officer or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the department head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to

interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.

3. In the event SEIU, Local 721, desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Administrative Officer and to the County Department Head or Officer affected.

The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint the arbitrator pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee

Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the

arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

- Purpose
- Recognition
- Non-Discrimination
- Implementation
- Term
- Renegotiation
- Safety and Health
- Payroll Deductions and Dues
- Authorized Agents
- Provisions of Law
- Workplace Retraining
- New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between the Joint Council and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where the Joint Council has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, the Joint Council may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, the Joint Council shall have the right to meet with

the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to the Joint Council, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee

or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and the Joint Council, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
 8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
 9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
 10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within

sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, the Joint Council representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding the Joint Council membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Joint Council indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Joint Council of such changes as soon as practicable. Such emergency assignments shall not extend beyond

the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3 Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4 Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5 Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memorandum of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, AFL-CIO, in effect during the term of this agreement shall apply to employees in this Unit.

Proportional benefits are applicable to full-time, permanent employees who work more than a 40-hour week.

In addition, the parties agree to jointly recommend to County's Board of Supervisors for adoption and implementation by amendment to applicable ordinances, the same retirement benefits as those provided to all the employees in the basic classifications within the Probation series.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTSSection 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDYSection 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCESection 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

- Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

- FLSA Exempt employees must request EVTO in full work day increments.

- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

- EVTO is not available to employees on any other paid or unpaid leave.

- Department Heads may continue to approve other unpaid leave of absences.

- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAININGSection 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its

efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT
COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized Joint Council representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. Joint Council representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. Joint Council agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDS

Section 1.

Management will furnish adequate bulletin board space to the Joint Council, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. Joint Council, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled Joint Council meetings;
- C. Information concerning Joint Council elections or the results thereof;
- D. Reports of official business of the Joint Council, including the Joint Council Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTHSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment.

Joint Council will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter in writing to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or the employee's representative is not satisfied with the response of the safety officer, Joint Council may consult with the Chief of Disability Benefits, Health and Safety of the Chief Administrative Office or his/her designate. A representative of such branch shall respond to the department head and Joint Council within ten (10) days. If Joint Council is not satisfied with the response of the Chief of Disability Benefits, Health and Safety, the issue may be taken within ten (10) days to arbitration as set forth in

Article 11. During such ten (10) days consultation between the department head and Joint Council will take place.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities.

Section 3.

Management and Joint Council mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (E-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICESSection 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2 Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 41 WORK HOURS AND SCHEDULEPurpose

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management.

For the purpose of work schedules, the following are the current work schedules:

1. Field Services and Administrative Services employees shall be assigned to a work schedule of a 40-hour week consisting of five consecutive eight hour workdays, with the understanding that the basic days of work will be assigned Monday through Friday, 8:00 a.m. through 5:00 p.m., exclusive of lunch periods, except upon mutual agreement between Management and the employee(s).

2. Employees assigned to Probation camps shall be assigned to a 56-hour work schedule. The parties agree that two (2) 8 hour periods of sleep time, as defined by FLSA, will be deducted from hours worked for overtime purposes.

Employees assigned to Camps Headquarters, Specialized Staff Assignments, and Movement and Control at the Challenger Memorial Youth Center may be required to work a 40-hour work schedule. A 40-hour work schedule will be posted as such for bidding purposes.

A 56-hour employee shall be entitled to 4 2/3 days off except upon mutual agreement between Management and the employee(s).

3. Juvenile Hall employees shall be assigned to 40-hour work week schedule consisting of five (5) consecutive 8 hour workdays, exclusive of lunch periods, except upon mutual agreement between Management and the employee(s).
4. Supervising Transportation Deputies shall be assigned a 40-hour workweek schedule consisting of five (5) consecutive 8-hour work days, exclusive of lunch periods (excepting STD's assigned to dispatch duties) to be worked on regularly assigned shifts with a specified starting and quitting time.

B. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section D), employees' work schedules shall not be changed without written notice to the employee at least five (5) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective.

C. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

D. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

E. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations. Probation Management agrees to give notice of one year prior to changing the shift of a 56-hour camp employee to a 40-hour week, except upon mandated requirements or mutual agreement.

F. The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same work week. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same work week.

G. Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day 80-hour two week schedule or a four (4) day 40-hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

H. Meal Time Coverage

1. When Field Services personnel are assigned to duties of Officer-of-the Day, such employees will be relieved from that duty for their lunch period.
2. Camp and juvenile hall employees will be provided with meals if no meal time relief can be provided during the period of their working hours.
3. When Field Services personnel are assigned to duties of Supervising Deputy Probation Officer of the Day and/or Acting Director, it is the responsibility of the office head to provide relief coverage for such employees for their lunch period.

I. Rest Periods

Employees covered hereunder will be granted rest periods by Management as follows:

- A. Two 15-minute periods during an eight-hour shift.
- B. Supervising Transportation Deputies will be allowed one 15-minute rest period during each four continuous hours of work.

ARTICLE 42 REASSIGNMENTS

Employees shall be assigned by the Probation Officer to vacant assignments within the Unit in accordance with the following procedures:

- A. When vacancies occur in a position in the employee's classification within the representation unit, appropriate timely notices will be posted on bulletin boards advising of the vacancy.

- B. Employees seeking reassignment to any vacancies shall have the right to submit a written request to the Probation Department's personnel office for assignment to any such vacancy within 5 working days after the posting of said notices as provided for herein above. Any employee reassigned or promoted in the class of Supervising Deputy Probation Officer shall not be eligible for further reassignment for two years, except by mutual agreement. Employees who have not graduated from an accredited four year college shall not be eligible for reassignment to the Supervising Deputy Probation Officer position.

- C. In considering requests for reassignments, Management shall select one of the three most senior applicants provided that the last performance evaluation of record is competent or better.

In the event the most senior employee(s) are not selected he/she will be notified and the reason for his/her rejection reviewed.

The employee selected for reassignment under the provisions of this Article shall be notified of the effective date of such reassignment within 7 calendar days of his/her selection. Such date should be no more than 14 calendar days after Management has notified the employee of his/her selection.

If Management cannot effect the employee's reassignment within the time period specified above, Management shall discuss the reasons for the delay of the reassignment effective date with the employee.

- D. For purposes of this Article, seniority shall be based upon service in the employee classification involved or a previously held higher level classification within the Probation Department including time spent on authorized leaves of absence.

In the event two or more employees have equal seniority in the employee classification involved, then preference shall be given to the employee having the greater seniority in the Probation Department.

- E. Management's selection of employees to specialized staff assignments of staff assistant, staff training, affirmative action, program development, research, budget and personnel services, as well as, to pilot, experimental, specialized, grant or contract programs shall not be subject to the seniority provisions of Sections C and D of this Article. The two year rule cited in Section B, above, shall not apply to employees assigned to the above referenced assignments or programs.

When Management wishes to add to the above specialized staff assignments and the programs listed above it will notify the Joint Council. If the Joint Council wishes to negotiate with Management regarding such addition, the Joint Council shall notify Management's authorized agent within five (5) working days from receipt of such notice.

Management will interview candidates who bid for specialized staff assignments until a person is selected for the position. If Management does not select any of the candidates interviewed, Management may, after consultation with the Union, as defined in the Employee Relations Ordinance, promote a qualified person to the vacant asterisk position. Any person so promoted must be reachable on the applicable eligible list.

- F. It is understood that except for disciplinary reasons and/or extraordinary circumstances (e.g., staffing overages), an employee who is otherwise performing competently will not be reassigned or transferred to accommodate an employee with greater seniority.

- G. If after consulting with Management it is determined that a staffing overage exists and that the reassignment of Supervising Deputy Probation Officer(s) cannot be filled through the bidding process listed in Paragraphs A, B, C, and D of this Article, then such reassignment will be based upon seniority in grade at the location where the staffing overage exists. Persons reassigned pursuant to this paragraph will not be held to the two year rule listed in Paragraph B of this Article.

ARTICLE 43 SPAN OF SUPERVISIONSection 1.

The parties mutually agree to cooperate in maintaining operations in the Probation Department on the basis of the budgets established by the Board of Supervisors during the term of this agreement.

Upon adoption of the 2007-2008 budget by the Board of Supervisors, if Management determines that it is necessary to permanently change the span of supervision during the term of this agreement, it will notify the Joint Council. If the Joint Council wishes to negotiate with Management regarding the proposed changes, the Joint Council shall notify Management's authorized agent within five (5) working days from receipt of such notice. If agreement is not reached within fifteen (15) days, Management may implement such proposed changes as it considers appropriate subject to the Joint Council's right to use the provisions of the grievance procedure of this agreement to resolve the dispute between the parties.

It is agreed that the provisions of this Article are not intended to apply to temporary changes in span of supervision required by operational requirements.

To the extent practicable, Management will accomplish any necessary work force reductions in this Unit through attrition rather than layoffs and reductions.

Upon request of the Joint Council, Management will undertake a comprehensive survey of its respective bureaus at six (6) month intervals for the purpose of adhering to this article.

Section 2.

Span of Supervision will be maintained as follows:

Field: 1-10;

Juvenile Hall: 1-12;

Camps: 1-12;

Transportation: 1-10.

ARTICLE 44 CONSULTATIONS

The Probation Department's Management representative, upon the request of the Union's principal representative, or a designated alternative representative, will meet with the Union on County time to consult concerning the Union's specific inquiries or suggestions and to exchange information relating to:

1. The development of all educational programs pertinent to the employees in this Unit.

2. Standards of professional work practices for employees in this Unit.

ARTICLE 45 TRAINING

Management and Joint Council recognize the importance of training employees and Management agrees to provide the following training to all members of this bargaining unit:

- A. Basic Supervisory training

- B. Basic transfer training when an employee is reassigned to a function in which he has had no prior experience, during 18 months immediately preceding the transfer.

Management will make every reasonable effort to provide such training within 60 days of the effective date of the transfer.

ARTICLE 46 JOINT COUNCIL REPRESENTATION

Section 1. Stewards

- A. Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward shall be discriminated against because of the exercise of their rights and duties under the MOU.

- B. Management will recognize stewards and alternate stewards upon receipt of a written list of the names and locations of employees selected as stewards. Such list will be kept current by the Joint Council. The number and location of stewards will be determined by agreement between the department Management and the Joint Council (see Appendix "A").

- C. Stewards will be permitted reasonable time off without loss of pay for the investigation and processing of grievances.

Section 2. Chairperson and Grievance Officer

- A. Management will recognize a Chairperson and a Grievance Officer for the Joint Council upon receipt of the names and locations of the persons selected as the Chairperson and Grievance Officer.

- B. The Grievance Officer will be allowed reasonable time off without loss of pay to perform his/her responsibilities of investigating and processing grievances.

- C. The Chairperson will be allowed reasonable workload relief to perform the functions of his/her position.

- D. Union officials and stewards of Local 721 from the SDPO Association will be allowed reasonable time off without loss of pay to perform the responsibilities of their positions.

Section 3.

Joint Council agrees that whenever investigation or processing of formal grievances is to be transacted during working hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized. Time spent on the investigation and processing of formal grievances will be recorded on a form provided by Management. When leaving their work locations to conduct such investigations or processing, a steward shall first obtain permission from his/her immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work in which case the steward will be given a reasonable alternate time. The steward will report back to his/her immediate supervisor when he/she has completed the investigation or processing. Prior to entering other work locations, stewards shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward will be informed of a reasonable time when the employee will be available.

ARTICLE 47 LABOR/MANAGEMENT ADVISORY COMMITTEE

Section 1.

The parties shall establish a committee comprised of five (5) representatives designated by Management, and five (5) employee representatives designated by the Union to address the operations of the transportation office as they apply to the Supervising Transportation Deputy.

The committee will meet within 90 days of the request from the Union. The committee shall meet for a period of no longer than 90 days.

Recommendations made by the committee shall be submitted to the Chief Probation Officer for his consideration. Any recommendation approved by the Chief Probation Officer shall be subject to consultation, as defined by the Employee Relations Ordinance, upon the Union's request, prior to implementation.

Section 2. Camps Health and Safety Committee

The parties agree to form a Labor/Management committee to study and discuss health and safety related issues endemic to camps facilities and Dorothy Kirby Center including, but not limited to, the dispensation of medication to wards, emergency medical care by staff, and policies governing paramedical intervention.

The Safety Committee shall consist of five (5) representatives designated by Management, and five (5) employee representatives designated by the Union. The Safety Committee will be established within 30 days of receipt of the Union's request for same. The committee shall not meet beyond September 30, 2009.

Recommendations made by the committee shall be submitted to the Chief Probation Officer for his consideration. Any recommendation approved by the Chief Probation Officer shall be subject to consultation, as defined by the Employee Relations Ordinance, upon the Union's request, prior to implementation.

ARTICLE 48 DRESS STANDARDS

While on duty and in the conduct of County business, employees shall be appropriately attired for their assigned worksite, specific tasks, and contact with the Courts and public generally.

ARTICLE 49 UNIFORMS

Nothing herein shall be construed to modify in any manner the uniform policy or standards in the Probation Department and nor shall anything herein be construed as a waiver of Management's right to establish, change or otherwise modify uniform standards and dress codes.

Section 1 Wearing of Uniforms

At the discretion of Management, employees shall be required to wear uniforms in the performance of their job duties.

Section 2 Initial Issue of Uniform Clothing

Each permanent employee (hereinafter, employee) in this bargaining unit; and any new employee promoted or transferred on an item in the bargaining unit, required by Management to wear a uniform shall have an initial issue of the following uniform:

Clothing: 5 short-sleeve shirts
 5 trousers
 1 field jacket with liner (one time issue only)
 1 belt
 1 set of boots
 5 rank insignias and emblems (if applicable)
 5 sets of shoulder patches
 1 identification card

Only specific articles of Uniform that Management require employees to wear shall be furnished. Employees may purchase additional uniforms, or specific uniform items as approved by Management from an authorized dealer as designated by Management.

Department issued Uniforms shall be authorized for use only while an employee is on duty.

Section 3 Uniform Replacement and Maintenance

A. Replacement Items

Uniform items damaged during the course of employment shall be replaced at the discretion of Management.

Employees in this bargaining unit shall be responsible for the replacement of each uniform item previously issued and considered substandard under the Department's uniform policy guidelines. Uniforms items may be replaced by Management on an as needed basis, except where such replacement is as a result of unauthorized use or improper or substandard care.

B. General Provisions

Department Management will be the sole determinant as to the standard uniform issue for all employees in the Unit and the need for replacement due to normal wear. Employees in the Unit shall be responsible for the laundry, care and maintenance for their own uniforms.

Section 4. Uniform Replacement and Maintenance Allowance

Permanent employees in this Unit and employed on December 31, 2006, shall be entitled to a lump sum payment of five hundred dollars (\$500.00) in lieu of the uniform

items previously issued. Such payment shall be made between April 1, 2007, and April 15, 2007, by separate payroll warrant.

In addition to the above, permanent employees in this Unit and employed on November 1, 2007, shall be entitled to a lump sum payment of five hundred dollars (\$500.00) in lieu of the uniform items previously issued. Such payment shall be made between December 1, 2007, and December 15, 2007, by separate payroll warrant.

Permanent employees in this Unit and employed on November 1, 2008, shall be entitled to a lump sum payment of five hundred dollars (\$500.00) in lieu of the uniform items previously issued. Such payment shall be made between December 1, 2008, and December 15, 2008, by separate payroll warrant.

The uniform allowance shall not constitute a base rate.

Section 5. Return of Uniform and Uniform Items

In the event any employee in the Unit terminates from County service within six (6) months of the initial issue of such uniforms and uniform items, he/she must return them to the Department, and in all cases upon termination from the Department or County service, or transfer from one department to another department, the employee must return all issued uniforms and uniform items listed in Section 2.

ARTICLE 50 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Acts, 29 U. S. C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.
- B. The County will pay employees for any overtime worked at a rate of one and one-half (1½) time his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
- C. Upon the effective date of this Memorandum of Understanding, an employee may elect compensatory time off, in lieu of pay, at a rate of one and one-half (1 ½) hours for each hour of overtime to a maximum of 320 hours worked. The employee may request this option when the employee works overtime. Management shall not decide to order or authorize overtime based on the employee's preference of pay or compensatory time off.

Section 2. Usage of Earned Compensatory Time

Effective with the implementation of this MOU, with prior approval of Management, new accumulated compensatory time not used during the calendar year in which it is earned may be carried over for up to one year, not to exceed 480 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee as provided by the Fair Labor Standards Act rather than lost. Employees shall not be directed by Management to take non-FLSA compensatory time off without at least ten (10) business days' notice, nor be denied a timely request to take such time off.

Section 3. Distribution of Overtime

Management shall assign overtime as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

Section 4. Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not be applicable to all or any classification of public employees or public agencies through legislation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 5.

An employee who works a four (4) day - 40 hour week schedule or a nine (9) day - 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

ARTICLE 51 SPECIAL PAY PRACTICESSection 1. Call Back

Whenever an employee is unexpectedly ordered by his Department Head or designated Management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with the provisions of the Overtime Article.

if an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 2. Night Shift Differential

The parties agree jointly to recommend to County's Board of Supervisors that any employee in the Unit who is assigned to a regularly scheduled evening or night shift as

defined in Section 6.10.020 of the County Code shall receive, effective July 1, 1982, a per hour bonus of 45 cents for each hour worked during said shifts.

Section 3.

Effective July 1, 1988, Supervising Deputy Probation Officers employed under this Article who are assigned to work a 56-hour work week in probation camps and who are assigned Acting Director duties in addition to their regular duties; and Supervising Detention Services Officers who are assigned full time as "Officer of the Day"; and Supervising Transportation Deputies who are regularly assigned as Dispatchers, shall receive thirty dollars (\$30.00) per month.

Section 4.

Effective July 1, 2000, Supervising Detention Services Officers and Supervising Transportation Deputies that have a span of supervision that exceed historically established span of supervision ratios shall receive a flat rate monthly bonus of \$150.00 for each month supervisory ratios exceed contractual requirements.

ARTICLE 52 SALARIESSection 1. Recommend Salary Adjustment

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the unit effective on the dates indicated.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
8610	SUPVG DEPUTY PROBATION OFFICER	CURRENT	NW	93G	5294.00	6942.55
		07/01/2013	NW	94D	5399.09	7080.64
		07/01/2014	NW	95A	5506.00	7221.00
		01/01/2015	NW	95J	5615.82	7365.73
8659	SUPVG DETENTION SERVICES OFFICER	CURRENT	NW	91J	5038.91	6608.45
		07/01/2013	NW	92F	5139.64	6740.18
		07/01/2014	NW	93C	5242.00	6874.18
		01/01/2015	NW	93L	5346.00	7010.91
8627	SUPVG TRANSPORTATION DEPUTY, PROB	CURRENT	NW	91J	5038.91	6608.45
		07/01/2013	NW	92F	5139.64	6740.18
		07/01/2014	NW	93C	5242.00	6874.18
		01/01/2015	NW	93L	5346.00	7010.91
8999	SUPVG TRANSPORTATION WORKER, DCS	CURRENT	NW	81C	3788.55	4964.73
		07/01/2013	NW	81L	3862.73	5063.64
		07/01/2014	NW	82H	3938.82	5165.09
		01/01/2015	NW	83E	4016.64	5268.00

Additional Salary Step

Effective July 1, 1994, the parties agree to add a sixth step to the salary range for each classification in this unit. This sixth step shall be two standard schedules (approximately 5.5%) above the fifth step for each classification.

Longevity Bonus

Effective	07/1/06	Completion of 19 years of service	3% (12 Levels)
Effective	01/1/07	Completion of 24 years of service	4% (16 Levels)
Effective	07/1/07	Completion of 29 years of service	4% (16 Levels)

Longevity Pay is cumulative and shall constitute a base rate.

(Under same conditions and eligibility criteria as DPO's in BU 701.)

Section 2.

- a. Management agrees to maintain, at minimum, current salary differentials between the 701 and 702 units for the term of this agreement.

Effective April 1, 2007, salary differentials will be adjusted 2%.

- b. Additionally, Management, at the request of the Union, will post a promotional examination for the position of Supervising Deputy Probation Officer (8610A) only for those employees in the classes of Supervising Detention Services Officer (8659) and Supervising Transportation Deputy, Probation (8627) who possess a four (4) year degree from an accredited college or university, and who have worked at least three (3) years in their respective classes.

- c. Appointments to the position of Supervising Deputy Probation Officer will be made alternately from the corresponding bands of the list created by this exam and any existing SDPO promotional-list.

Section 3. Step Advances

- a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation.

The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
 - (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department

of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may

submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 4.

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 5. Salary Guarantee on Reclassification

When an employee holds a position which is reclassified to a lower level and continues in his same assignment, said employee may accept a voluntary demotion and receive the same salary received immediately prior to the reclassification in accordance with County Code provision 6.08.040.

APPENDIX ASTEWARDSField Services/Special Services

One steward for each area office headquarters. The area office steward will serve the special offices attached to a particular area office or located in the geographic vicinity of a particular office. In addition to this, Work Furlough, IDC, and Administrative Services will each have one steward.

Detention & Residential Treatment Bureaus

Two stewards for each major detention facility, i.e., Central Juvenile Hall, Los Padrinos and Barry J. Nidorf Juvenile Hall.

Camp stewards are allocated as follows:

Holton	1	Challenger	1 per camp
Camp Routh	1	Paige and Afflerbaugh	1
Gonzales	1	Rockey	1
Kilpatrick and Miller	1	Munz and Mendenhall	1
Dorothy Kirby Center	1	Scott and Scudder	1

This camp steward distribution permits one steward to represent all Supervising Deputy Probation Officers in an adjoining or nearby camp.

Transportation

One steward shall be permitted for the Transportation Section of the Probation Department.

In addition, Joint Council may designate, and Management shall recognize an alternate steward for each of the aforementioned regular stewards to serve in the absence of said regular steward.

APPENDIX B

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX C

OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. **LIGHTING**

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. **GLARE**

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. **KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS**

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. **MAINTENANCE**

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX DEMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT**Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave; most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

SWHa

U.S. Wage and Hour Division

2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov



"NOTICE A"

PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number
 DFEH-100-20 (01/00)

2218 Kausen Drive, Ste. 100,
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320
Fax (916) 478-7329 www.dfeh.ca.gov



"NOTICE B"

FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By Bob John
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

By William T. Fujioka
WILLIAM T. FUJIOKA
Chief Executive Officer

By James C. Schreyer
SUPERVISING DEPUTY PROBATION
OFFICERS ASSOCIATION

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

SIGNATURE PAGE (Continued)

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVES

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By *D. Haines*
Supervising Deputy Probation
Officer's Association

By _____
Chief Probation Officer

By *Paul J. Trubert*

By _____

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
SOCIAL WORKERS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management")
of the County of Los Angeles (hereinafter
referred to as "County")

AND

SEIU, Local 721, CTW, CLC (hereinafter
referred to as Union").

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SIGNATURE PAGE i

ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable state law, Social Services Union, Local 535, was certified on May 26, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. 27-70) as the majority representative of County employees in the Social Workers Employee Representation Union (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007, transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU Local 660 and SEIU Local 535. Management hereby recognizes Local 721 as the certified majority representative of the employees in said Unit.

The term "employee" or "employees" as used herein shall refer only to employees covered by County in said Unit in the employee classifications comprising said Unit as listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Management agrees to recognize Social Services Union, Local 721, as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and Social Services Union, Local 721, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give

his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.

4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.
- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the

parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

- A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.

3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.
5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee

Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union

may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with

the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.

- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made; 2) there will be no representation by counsel except for in-house staff counsel; and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within

sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such

changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3 Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4 Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5 Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit except that bargaining units 711 – Social Workers, 723 – Children Social Workers and 777 – Supervising Social Workers shall only be eligible for Choices Cafeteria Plans (Attachment A of the Coalition of County Unions Fringe MOU) during the term of this MOU.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to

this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.

- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDYSection 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be

promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

- Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

- FLSA Exempt employees must request EVTO in full work day increments.

- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

- EVTO is not available to employees on any other paid or unpaid leave.

- Department Heads may continue to approve other unpaid leave of absences.

- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its

efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC I.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT
COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDS

Section 1.

Management will furnish adequate bulletin board space to SEIU, Local 721 where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTHSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. SEIU, Local 72, will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisor.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter in writing or verbally in case of pressing emergency to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or his representative is not satisfied with the response of the safety officer, SEIU, Local 721, may consult with the Chief of Workers' Compensation and Occupational Health Branch of the Chief Administrative Office or his designate. A representative of such branch shall respond to the department head and SEIU, Local 721, within ten (10) days.

If SEIU, Local 721, is not satisfied with the response of the Chief of Worker's Compensation and Occupational Health, the issue may be taken within ten (10) days to arbitration as set forth in Article 29. During such ten (10) days, consultation between the department head and SEIU, Local 721, will take place.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities.

Section 3.

Management and Social Services Union, SEIU, Local 721, mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4.

Issues involving Health and Safety Training needs may be addressed at the Adult Services Division Training Committee in DPSS or the Adult Protective Services Training Committee in CSS. Training needs may include such areas as first aid, CPR, self-defense, cultural awareness, "street smarts", infectious disease control, and working with mentally ill clients.

Based on the availability of training resources, management will endeavor to meet identified training needs.

Section 5. Video Display Terminals

The parties agree that issues related to the use of Video Display Terminals may be considered at the caseload committee meetings described in Section 6 of Article 18 (Caseloads).

Section 6. Security

The Department of Public Social Services and Community and Senior Services agree to request that the Office of Security Management of the Chief Administrative Office conduct a security needs assessment of those facilities that do not currently have security guards. Based on available funding, it is management's intent to comply with the recommendations of the Office of Security Management.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (E-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICESSection 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2 Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDSSection 1. Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by SEIU, Local 721.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1 Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals.

Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2 Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3 Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4 Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.
- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.
- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.
- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.
- E. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5 Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively

possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.

- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.
- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.
- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resource's office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.

- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.

- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.

- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County". This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6 Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services' facilities and

will work together to overcome any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 7 Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the

regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.
2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).

2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.
4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on

each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8 Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9 Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all

departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10 DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS, and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including but not limited to study guides and practice skills labs;

- Study time and remediation; and
- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42DEPARTMENT OF MENTAL HEALTH HEALTH CARE REFORM

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for and responding to changes under healthcare reform and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare reform before implementation.

The committee will have fifteen (15) Local 721 employee representatives.

Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform in DMH' when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization with the goal of achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.
- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform Committee

This article will expire on September 30, 2015, with the exception of the section on work place safety. If the parties have not completed the work of DMH health care reform by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44 CASELOADS--DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND COMMUNITY AND SENIOR SERVICES

Section 1. Definitions

- A. Workload is the number of employee hours which represents the work effort required to successfully complete a given quantity of tasks. These employee hours may represent individual, group, unit, district, division, or departmental employee work efforts.
- B. In the Intake categories, caseload is a number representing the quantity of new cases assigned during a report month to an individual, group, unit, district, division, or department of employees. In the Approved categories, caseload is a number representing the quantity of cases permanently assigned at a specified point in time to an individual, group, unit, district, division, or department of employees.
- C. Yardstick is a number used by Management to budget employee months each fiscal year.

Section 2. Caseload Assignments

- A. It is the intent of Management to:
1. Fill vacant budgeted positions provided funding is available and. Management will make every reasonable effort to ensure that newly hired employees report to units within one hundred and twenty (120) days.

2. Assign caseloads equitably so that a Social Worker, GSW, or Appeals Hearing Specialist will not have a significantly higher caseload than other Social Workers, GSW's, or Appeals Hearing Specialists performing similar tasks.
 3. Make every reasonable effort to hire additional social work staff for the evenings/nights provided funding is available. CSS management will meet with the union to develop and implement procedures in an effort to ensure evening/night coverage of quadrants at all times.
- B. In an effort to equitably distribute caseloads, Management will adjust Departmental staffing imbalances. When an employee believes that the caseload assigned by his immediate supervisor requires a work effort that the employee cannot attain or maintain, the employee may:
1. File a grievance requesting that his/her caseload be reduced,
 2. Refer his/her caseload complaint to the Caseload Committee.

Prior to filing a caseload grievance or referring the complaint to the Caseload Committee, the employee will discuss the complaint with his Office Head Agent (Human Services Administrator I) in an attempt to resolve the dispute.

An employee desiring the Caseload Committee to review a caseload complaint must direct a letter to the Head, Employee Relations, or the Personnel Officer in CSS, with copies to the Union and the Human Services Administrator III or Section Chief in CSS fully describing the complaint. Such a letter shall be filed within ten (10) business days from the occurrence of the matter on which a violation is made, or within ten (10) business days from his knowledge of such occurrence.

It is understood that employees may not have caseload complaints referred to the Caseload Committee and also process the complaint through Article 11, Grievance Procedure.

Section 3.

Management shall not take disciplinary action, including, but not limited to suspension, reduction, or discharge, or prepare any written reprimands, warnings, or reprimands or make negative reference on performance evaluations due to inadvertent errors, or due to the employee's inability to complete all the tasks associated with the employee's assigned cases, if such errors or omissions occur when the employee's caseload exceeds the Monthly Maximum Caseload for Discipline Purposes of the category to which he is assigned, as specified in this section. Nothing herein shall be construed to limit Management's authority to determine the priorities of an employee's case tasks.

During the term of this agreement, should yardstick studies be completed which reveal that the numbers listed in this Section are too high, they will automatically be adjusted downward to reflect the new yardsticks.

DPSS Management agrees to review IHSS Caseload numbers to determine if changes are warranted as a result of the Case Management Information Payroll System II (CMIPS II). The review shall be completed no later than October 2014 and results provide to SEIU in writing. A verbal status report will be provided in June 2014.

<u>Category</u>	<u>Monthly Maximum for Discipline Purposes</u>
In Home Support Services- Intake	31
In Home Support Services-Approved	249
Out of Home Care	139
Adult Protective Services-Referrals (Field Operations)	15
Adult Protective Services-Referrals (Civic Center Homeless Project)	30
Appeals - Regular	21

In addition, it is the intent of Department of Public Social Services management to maintain stable caseloads for GSW's and SSI Advocates. Also, in lieu of a monthly maximum for discipline purposes for GSW's and SSI Advocates, management shall not take disciplinary action, including but not limited to, suspension, reduction, or discharge, or prepare any

written reprimands, warnings, or reprimands, or make negative reference on performance evaluations due to inadvertent errors or due to the employee's inability to complete all the tasks associated with the employee's assigned cases against such GSW's or SSI Advocates. Nothing herein shall be construed to limit management's authority to determine the priorities of an employee's case tasks.

Section 4. External Change

When changes in caseload or major changes in workload result from Federal or State legislative/regulatory changes, Management will implement such changes. It is Management's intent to notify the Union of such changes prior to implementation. In the event that Management cannot inform the Union prior to implementation, Management will ensure that the Union is advised within 30 days after Management is notified of such changes. At the time Management notifies the Union, Management will make available to the Union, copies of the Federal or State legislation/Regulations which necessitate revision in the caseload. If the Union wishes to negotiate with Management regarding the caseload of the employees affected by such implementation, the Union shall notify Management's authorized agent within five (5) working days from the receipt of such notice.

Section 5. Internal Change

Management will meet and consult with the Union prior to conducting Management work systems and/or measurement studies to discuss methodology, offices to be studied, and target dates. When changes in caseload or major changes in workload result from such studies, Management will notify the Union of the results of such studies prior to

implementing the change. If the Union wishes to negotiate with Management regarding the caseload of the employees affected by such implementation, the Union shall notify Management's authorized agent within five (5) working days from the receipt of such notice.

The Union may request a review of the raw data resulting from the study within 5 days from receipt of notice from Management that the study is completed. If such review is requested, Management will designate a time, place and date for one (1) Union official and two (2) employees to review the raw data.

Section 6. Caseload Committee

Five committees (IHSS, GSW, APS, ASH and SSI Advocate) composed of representatives from departmental management from each department and employees selected by the Union from the Social Worker and GAIN classifications in each department shall be established with the effective date of this agreement. The purpose of each committee shall be to meet and discuss staffing imbalances, caseload problems and program changes for the purpose of resolving problems.

Each Caseload Committee shall consist of up to seven (7) members representing departmental management, up to seven (7) Social Workers, up to seven (7) GSW's and GAIN Coordinators, or up to seven(7) Appeals Hearing Specialists representing the Unit, and one (1) Union official. Others may participate upon mutual agreement. Meetings will be held on a monthly basis at the

Union's request. Any proposals agreed to during such meetings will be recommended to top management for implementation by the Head, Employee Relations, PSS, or the Program Manager, Aging and Adult Services, CSS.

The Union will make every reasonable effort to provide to management an agenda at least 5 business days prior to each meeting. The Union may raise additional issues which arise after submission of the agenda at the time of the meeting. Issues which relate to an individual office will be discussed with the responsible office head before being brought to the Committee.

Section 7. Specialization

When Management assigns caseloads resulting from the specialization of an intake or approved function of a category listed, or when Management assigns caseloads resulting from combinations of the intake or approved functions of categories listed, Management will adjust an employee's caseload to maintain an equitable workload relative to the workload of those employees assigned to an intake or approved function of related categories listed.

Section 8.

It is the intent of Management not to replace IHSS Social Worker positions with positions in other classifications.

Section 9.

In addition, the parties agree to establish a Community Worker workload review committee. This committee shall meet no more frequently than quarterly and will consist of six (6) members of Management and six (6) employees from the Community Worker series. The purpose of this committee is to discuss and endeavor to reach agreement on such workload issues as assignment imbalances and related considerations. Others may attend upon mutual agreement.

ARTICLE 45 WORK SCHEDULESSection 1.

Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days per week. Nothing herein shall be construed to modify in any manner whatsoever a work day or work week as defined by the Los Angeles County Code, Chapter 6.12.

Section 2. Work Week

The work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. Normally, the work week will consist of five-8 hour work days, Monday through Friday.

Section 3. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section 5), employees work schedules shall not be changed without notice to employee at least five (5) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without notice to the employee at least ten (10) days prior to the date the change is to be effective.

Section 4.Telecommuting - General

Any Social Worker, Social Worker Trainee who has completed his or her probation period as a Social Worker Trainee, or Appeals Hearing Specialist may request to telecommute. Management will select those persons to participate in the telecommuting program, and

determine the parameters of the program. All employees will be deemed eligible to participate in telecommuting unless management determines that the individual employee cannot effectively telecommute because of his/her skills, experience or prior performance. It is agreed that telecommuting is a voluntary program and participation can be terminated at any time by either management or the participating employee.

Alternate Work Schedules - General

Any Social Worker, Social Worker Trainee who has completed his or her probation period as a Social Worker Trainee, GAIN Services Worker, GAIN Services Coordinator, SSI Advocates or Appeals Hearing Specialist may request to work a 9/80 or 4/40 work schedule. Should management determine that such a schedule is compatible with work requirements, management will select those employees to participate in such alternative schedule and will determine the beginning and ending times of the work shift, including the lunch period. If the lunch period creates a hardship which prevents an employee from working an alternate work schedule, the employee may submit a written request for an exemption which management will consider.

IHSS and ASH Telecommuting

It is Management's intent to continue the following IHSS and ASH Telecommuting Schedule:

All eligible employees will be allowed to telecommute at least two days per week unless Management determines that the individual employee could not effectively participate in telecommuting because of performance.

IHSS 9/80 and 4/40

It is Management's intent to continue the following IHSS Schedule:

All IHSS employees who volunteer shall be allowed to participate in a 9/80 or 4/40 schedule unless Management determines that the individual employee could not effectively participate in a 9/80 or 4/40 schedule because of performance.

APS Telecommuting

The telecommuting agreement signed March 4, 1991 is incorporated into this Article except for paragraph 2C.

.APS Telecommuting - CSS APS and 9/80

The telecommuting agreement signed March 4, 1991 is incorporated into this Article except for paragraph 2C.

APS 9/80 and 4/40

The 9/80 agreement signed March 4, 1991 is incorporated into this Article. Management will implement an alternate work schedules program within each CSS APS unit. The program for each case carrying unit will include: 1) telecommuting, 2) 9/80 and 3) 4/40. The program for each non-case carrying unit will only include a 9/80 or 4/40 alternate work schedule.

Any Social Worker or Social Worker Trainee assigned to a case carrying unit who has completed his or her probationary period may request to telecommute and/or work a 9/80 or 4/40 schedule. Management will select those persons to participate in the alternate work schedules program and will determine the parameters of the program, including designation of the telecommuting day and the Regular Day Off (RDO). All employees will be deemed eligible to telecommute in combination with a 9/80 or 4/40 alternate work schedule unless management determines that the individual employee cannot effectively telecommute.

All participating employees will be allowed to telecommute one day per week in combination with the 9/80 or 4/40.

ASH 9/80 and 4/40

It is Management's intent to continue the following ASH alternate schedules:

A 9/80 and 4/40 work schedule will be implemented in ASH. All employees who volunteer shall be allowed to participate in a 9/80 or 4/40 schedule unless management determines that the individual employee cannot effectively participate because of prior performance. In addition, ASH management may set limits on the number of employees who participate in alternate schedules based on operational needs.

GAIN 9/80 and 4/40

GAIN Services Workers and GAIN Services Coordinators who volunteer shall be allowed to participate in a 9/80 or 4/40 work schedule unless management determines that the individual employee cannot effectively participate in a 9/80 or 4/40 work schedule because of prior performance.

Section 5. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

Section 6. Adult Protective Services Emergency Roll Outs

The parties agree that the parameters of the Adult Protective Services Emergency Roll Out program will be as provided in the Program memo dated June 1, 2000.

The parties agree to continue to meet and confer regularly regarding work schedules and staffing of Adult Protective Services Social Workers required to roll out after hours on an emergency basis.

ARTICLE 46 CONSULTATION AND TRAINING

The parties agree to meet and consult on staffing, training, and classification specifications in an effort to seek mutual agreement in conformity with the provisions of Section 6(a) of the Employee Relations Ordinance.

Management recognizes the advantages of training for employees in this bargaining unit and may approve employee requests for participation in available work-related educational programs, seminars and professional conferences, on County time.

Management will make every reasonable effort to ensure the availability of in-service training in areas that relate to the functions of the job for classes in this unit.

Management agrees to make reasonable efforts to complete internal investigations that do not involve outside agencies or County Policy of Equity investigations within one year of the date the investigation was initiated. If management is unable to complete the investigation within that time frame, it will not preclude possible disciplinary action.

ARTICLE 47 TRANSFERS

Section 1. Definitions - DPSS and CSS

For the purposes of this article a transfer is a change in office location other than to a sub-office. A sub office is defined as a work location within seven miles from the parent office.

Section 2. Transfer - DPSS

An employee who desires a transfer from one office to another shall submit a written request in triplicate to the Office Head indicating the office to which the transfer is desired. The employee's current Office Head shall approve or deny the transfer request in writing within ten (10) business days from receipt of such request. If approved, the Office Head shall indicate such approval, sign, and return the request to the employee. If denied, the Office Head shall give the employee the reason. Whether approved or denied, copies of the transfer request shall be sent to the Office Head where the transfer is desired and to the Division Chief who will acknowledge receipt in writing upon request.

All transfer requests shall be considered for one year from the date of filing.

As openings occur, regional management shall review transfer requests on file on a monthly basis and shall consider filling vacancies by effecting transfers before filling vacancies by hiring or promotion from eligible lists. Management shall use the following criteria in considering filling vacancies:

- Seniority defined as Continuous County Service
- Travel distance

- Hardship
- Skills

Section 3. Involuntary Transfers - DPSS

The provisions of Department of Public Social Services Personnel Manual Section 11915 through 11918 shall be applied and incorporated into this article. Employees will not be automatically exempted from transfer due to hardship.

Within the Appeals and State Hearings Section only, involuntary reassignment from one assignment group to another shall be governed by the provisions of this section. The provisions of Section 6, Stewards, do not apply to involuntary transfers in the Appeals and State Hearings Section where the transferred steward remains in the same office.

Section 4. Service Needs - DPSS

During emergencies or when vacancies occur as a result of opening new facilities, significant program changes or unusual caseload changes the provision of this article shall be applied only to the degree practicable. Emergency transfers shall not extend beyond the period of such emergency.

Section 5. DPSS

Each November and May during the term of this Agreement departmental management will review transfer requests on file and make an effort to effect transfers of employees based

on the desires of employees and the needs of the service. Such review will give prime consideration to possible transfers where employees mutually desire to exchange job assignments.

Section 6. Stewards - DPSS and CSS

Management shall not transfer a steward who objects to the transfer if there is any other employee in same classification who meets the specific qualifications of the vacancy.

Section 7. CSS

An employee who wishes to transfer to another office within CSS shall submit a request in writing to the Human Services Administrator I responsible for the facility where the employee is currently assigned. CSS management will evaluate the request based on service requirements and operational needs, and notify the employee of its decision.

CSS management will keep such transfer requests on file for the balance of the calendar year in which it is submitted. As vacancies occur, CSS management will review requests on file, and consider filling such vacancies from the transfer requests. If a transfer request is not granted by the end of the calendar year, management will return the expired request to the employee.

If transfers are necessary to correct staffing imbalances, CSS management will transfer the employee in the office with a surplus who has the least County-wide seniority, unless legitimate operational needs require otherwise.

Section 8. Departments of Mental Health and Health Services

An employee who wishes to transfer from one location to another shall submit a written request to the personnel officer. Management will evaluate the request and effect transfers based on the operational needs of the department. Transfers will remain on file for a period of six months.

ARTICLE 48 POSTING OF NOTICES

Notice of Civil Service examinations will be posted by Management within 10 days, after receipt by them of such notices, on a bulletin board or boards designated expressly for this purpose.

ARTICLE 49 REPRESENTATION IN COURT

Upon request of an employee, the County, in accordance with the provisions of the California Government Code, will provide for the defense of any civil action or proceeding brought against the employee on account of an act or omission in the scope of his/her employment as an employee of the County, and will pay any judgment rendered against the employee.

ARTICLE 50 AFFIRMATIVE ACTION

The departments affected by this Unit agree that Management shall convene a departmental Affirmative Action Committee for each department in this Unit, composed of an equal number of Management representatives and employee representatives (selected from various interested employee organizations representing employees in the department). All recommendations that are mutually agreed to by the Management and employee representatives shall be implemented by the department.

ARTICLE 51 EMPLOYEE IDENTIFICATION

Management agrees to provide each Social Worker, GAIN Services Worker, and Appeals Hearing Specialist with personalized business cards and formal identification upon request.

The personalized business cards shall include the employee's telephone number. Employees in the classification of "Social Worker" who have been employed in that classification and/or its predecessor classification "Social Worker III" for 10 or more years, shall be issued personalized business cards with the operational title "Senior Social Worker" and shall be referred to as "Senior Social Worker." Nothing in this Article shall be construed to mean that a new classification is established.

ARTICLE 52 MEAL REIMBURSEMENTDCFS and CSS

DCFS and CSS will provide Social Workers and Community Workers with food vouchers/coupons to provide meals to clients. Social Workers and Community Workers shall submit a receipt to obtain reimbursement for meals purchased.

The reimbursement rate for each child/client and per each meal shall not exceed the following:

- Breakfast \$4.00
- Lunch \$5.00
- Dinner \$6.00

ARTICLE 53 REFERENCE MATERIALS

Management will determine and maintain, either in print or electronically in each CHDP, Community and Senior Services and Department of Public Social Services work location, those materials and publications which will aid employees in performing their assigned duties, including but not limited to the following reference materials and publications:

Each Adult Services Work Location – Adult Protective Services

Index of Welfare and Institution Code

Physicians/Pharmacist Medical Formula (If at no cost to County)

Physician's Desk Reference

Diagnostic and Statistical Manual IV: complete edition for each office; handbook edition for each worker

Medical Dictionary

Current edition of Los Angeles County Social Services Resource Directory, "People Who Can Help.

Raibow Resource Directory, one (1) per office annually

Thomas Guide – one (1) per unit, upon request

As determined by management, employees will be issued smartphones, tablets or other appropriate electronic devices if management determines such devices are necessary for the purpose of conducting County business.

Each Adult Services and Appeals Work Location

County Telephone Directory - one for each unit

As determined by management, employees will be issued smartphones, tablets or other appropriate electronic devices if management determines such devices are necessary for the purpose of conducting County business.

GAIN/GROW/HCM/IHSS

ASH Roster - one per unit

BCW Line Office rosters - one per unit

County telephone directory - one per unit

DPSS Personnel Manual - one per office, centrally located

Disaster Plan – one per unit

Thomas Guide – one per unit

Resource Guide – one per unit

Medical Dictionary - one per unit

Rainbow Resource Directory – one per office

Homeless Case Manager & Supervisor Roster – one per unit

EDD Job Search Information – one per unit

People's Guide Resource Book – one per unit

Telephone Headset (upon request)

As determined by management, employees will be issued smartphones, tablets or other appropriate electronic devices if management determines such devices are necessary for the purpose of conducting County business.

SSI

DSM – one per office

Physician's Desk Reference (PDR) – one per office

Telephone Headset (upon request)

Each Appeals Work Location

Welfare and Institution Code

Each Appeals Work Unit

Required Copies of State Manuals

Luggage carts to be provided for each AHS for use while assigned to the Appeals and State Hearings Section.

Calculator (with tape) for each Appeals Hearing Specialist

Each CHDP Worker Location

County Telephone Directory

For each worker in the Community Worker series who dispenses medication to homeless TB patients, a letter from management which authorizes the worker to carry and dispense such medication.

Physician's Desk Reference

Each Community Worker As Determined By The Department

Los Angeles County Social Services Resource Directory, "People Who Can Help".

Diagnostic and Statistical Manual (Soft Edition)

Management agrees to provide a link to the County Civil Service Rules on the internal websites for DPSS and DCSS.

The provisions of this Article will be applied to the extent that management determines that funds permit purchase of said reference materials and that they are available.

ARTICLE 54 SPECIAL PAY PRACTICESSection 1. Night Shift Differential

Evening shift employees shall receive a premium of one-dollar (\$1.00) per hour. The evening shift is a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m. Night shift employees shall receive a premium of one-dollar (\$1.00) per hour. The night shift is a shift at least five-eighths of which falls between the hours of 9:00 p.m. and 8:00 a.m.

Effective July 1, 2000, Social Workers and Social Worker Trainees in Community and Senior Services assigned to the evening or night shift for the emergency roll out program will receive a bonus of seventy-five dollars (\$75.00) per pay period. This bonus will terminate September 30, 2015.

Section 2. Call Back

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with the provisions of Article 8, Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call

back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled workday and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 3. Standby Pay

Employees required by Management to remain available to return to work, at any time during specified hours outside their normal working hours, are eligible to receive \$1.00 per hour while on standby, but not more than \$200.00 per month.

No additional compensation for standby status shall be made since the employee placed on standby status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Effective July 1, 2000, the standby rate will be \$2.00 per hour for Adult Protective Services Social Workers and Social Worker Trainees assigned to standby for the emergency roll out program, not to exceed \$300.00 per month. The additional standby pay provided to Adult Protective Social Workers and Social Worker Trainees pursuant to this paragraph will terminate on September 30, 2015.

Section 4 Longevity Bonuses

Upon approval of the Board of Supervisors and implementation of this Memorandum of Understanding, members of this bargaining unit shall receive Longevity Pay in accordance with the following implementation schedule:

10/1/06	2%	(8 levels)	after completion of 19 years of service
04/1/07	2%	(8 levels)	after completion of 24 years of service
10/1/07	2%	(8 levels)	after completion of 29 years of service

Longevity Pay is cumulative and shall constitute a base rate.

ARTICLE 55 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime be compensated as follows for all employees in this unit during the term of this agreement:

The County will pay overtime for all hours worked in excess of 40 hours in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. paragraph 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including, but not limited to, sick leave and vacation pay, with the exception that these hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

In lieu of receiving pay for overtime worked employees may receive compensatory time off in accordance with FLSA, to a maximum of 54 hours worked. With prior approval of management, such compensatory time off may be taken by an employee. Management will not unreasonably withhold approval for compensatory time off.

Section 2. Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 3.

Notwithstanding any other provisions of this Memorandum of Understanding:

- A. The following provisions shall continue to apply to all overtime accumulated between October 1, 1993, and June 30, 1994, and compensated with compensatory time off (CTO).
- (1) Such CTO either (a) may be taken off at the request of an employee subject to management approval or (b) shall be maintained "on the books".
 - (2) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.
- B. All overtime worked on or after July 1, 1994, shall be subject to the overtime provisions in effect on September 30, 1993.

- C. On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

- D. CTO accrued between October 1, 1993, and June 30, 1994, shall be taken off only at the request of the employee. For any CTO accrued during other periods, nothing in this Section shall be construed to limit management's authority to direct any employee to take accumulated CTO as provided elsewhere in this MOU.

Section 4. Usage of Non-FLSA Earned Compensatory Time

- A. An employee shall not be directed by management to take compensatory time off without at least 10 business days' notice or be denied a timely request to take such time off. Requests for time off will be approved based on the needs of the service determined by management.

- B. With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one additional calendar year, during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

ARTICLE 56 SALARIESSection 1. Recommended Salary Adjustment

Effective July 1, 1994, any GAIN Services Worker (Item Number 9165) who possesses a bachelor's degree from an accredited college or university shall be placed two steps (approximately 11%) higher in the salary range, up to the top step. Such action will not set a new step anniversary date.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9008	APPEALS HEARING SPECIALIST	CURRENT	NR	78C	3495.27	5101.45
		12/13/2013	NR	78L	3564.36	5203.27
		10/01/2014	NR	79H	3634.09	5307.00
		02/01/2015	NR	80E	3705.73	5412.45
8103	COMMUNITY WORKER	CURRENT	NR	61L	2257.45	3289.09
		12/13/2013	NR	62H	2303.73	3354.27
		10/01/2014	NR	63E	2350.27	3420.09
		02/01/2015	NR	64B	2397.00	3486.64
9059	GAIN SERVICES COORDINATOR	CURRENT	NR	75E	3241.64	4725.91
		12/13/2013	NR	76B	3305.18	4820.00
		10/01/2014	NR	76K	3370.64	4916.00
		02/01/2015	NR	77G	3436.64	5014.18
9165	GAIN SERVICES WORKER	CURRENT	NR	72C	2976.73	4334.64
		12/13/2013	NR	72L	3035.64	4421.18
		10/01/2014	NR	73H	3095.18	4509.64
		02/01/2015	NR	74E	3155.91	4599.45
8111	MENTAL HEALTH ADVOCATE	CURRENT	NR	58L	2078.82	3035.64
		12/13/2013	NR	59H	2120.91	3095.18
		10/01/2014	NR	60E	2163.82	3155.91
		02/01/2015	NR	61B	2207.55	3217.91
8105	SENIOR COMMUNITY WORKER	CURRENT	NR	67B	2598.36	3779.27
		12/13/2013	NR	67K	2649.27	3853.45
		10/01/2014	NR	68G	2701.82	3929.27
		02/01/2015	NR	69D	2754.91	4006.73
8104	SENIOR COMMUNITY WORKER I	CURRENT	NR	63C	2338.64	3403.55
		12/13/2013	NR	63L	2385.18	3469.73
		10/01/2014	NR	64H	2433.00	3538.45
		02/01/2015	NR	65E	2481.00	3607.91

9051 SOCIAL WORKER	CURRENT	NR	76C	3313.36	4832.00
	12/13/2013	NR	76L	3378.82	4928.00
	10/01/2014	NR	77H	3444.91	5026.55
	02/01/2015	NR	78E	3512.55	5126.91
9050 SOCIAL WORKER TRAINEE	CURRENT	NR	72C	2976.73	4334.64
	12/13/2013	NR	72L	3035.64	4421.18
	10/01/2014	NR	73H	3095.18	4509.64
	02/01/2015	NR	74E	3155.91	4599.45

Section 2. Step Advances

- a. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Chief Administrative Office. If the Chief Administrative Office fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Chief Administrative Office, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

 - (2) Where the department head issues a Performance Evaluation upon request of the Chief Administrative Office, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.

Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

The parties having jointly reviewed and considered available salary wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 4.

Effective July 1, 2000, any Social Worker or Social Worker Trainee possessing an MSW degree from an accredited college or university shall be paid on a 6 step range, the first step of such range being the third step of the salary range listed in Section 1 above. Social Workers or Social Worker Trainees who possess such degree who are below the third step shall be moved to the third step on July 1, 2000. Social Workers and Social Worker Trainees who, subsequent to July 1, 2000, obtain such MSW, and who are below the third step of the range, shall be moved to the third step, effective the first of the month following the submission of proof of such degree to management.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX B

OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. **LIGHTING**

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. **GLARE**

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. **KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS**

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. MAINTENANCE

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX C

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave; most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to: Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

SWHa

U.S. Wage and Hour Division

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE A"PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Ste. 100,
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320
Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE B"FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND
PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By 
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
PSYCHIATRIC SOCIAL WORKERS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management")
of the County of Los Angeles (hereinafter
referred to as "County")

AND

Association of Psychiatric Social
Workers/American Federation of State,
County and Municipal Employees
(hereinafter referred to as AFSCME or
"Union").

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Local 2712, AFSCME was certified on May 26, 1970, by County Employee Relations Commission (Employee Relations Commission File No. 27-70) as the majority representative of County employees in the Psychiatric Social Workers Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes Local 2712, AFSCME as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit as listed in Article 6, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

Members of Unit 721, not to exceed a total of six (6), whom, upon request of the Association, are excused from their regular assignment for the purpose of attending and/or participating in negotiating sessions shall suffer no loss of regular pay. Time lost from regularly scheduled work and spent in negotiations shall be computed as time worked for payroll purposes.

ARTICLE 2 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of the AFSCME and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, gender, sexual orientation, age, national origin, political or religious opinions or affiliations, or handicapped status, or other non-merit factors as defined by the Civil Service Rule No. 25.

No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of date of ratification by County's Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. on September 30, 2015.

ARTICLE 5 RENEGOTIATION

Section 1. Calendar for Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 1 through May 31, 2015, its written request to commence negotiations as well as its full and entire written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt or June 1, 2015, whichever is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2015 unless the parties mutually agree to continue negotiations.

ARTICLE 6 SALARIESSection 1. Recommended Salary Adjustment

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	MINIMUM		MAXIMUM
				SCH	RATE	RATE
9029	MENTAL HEALTH CLINICIAN I	CURRENT	NM	85B	4208.45	5519.73
		10/01/2013	NM	85K	4292.09	5629.55
		10/01/2014	NM	86G	4377.91	5742.09
		04/01/2015	NM	87D	4465.27	5856.64
9030	MENTAL HEALTH CLINICIAN II	CURRENT	NM	88B	4565.36	5987.91
		10/01/2013	NM	88K	4656.27	6107.18
		10/01/2014	NM	89G	4749.36	6229.18
		04/01/2015	NM	90D	4844.00	6353.18
8148	MENTAL HEALTH SERVICES COORD I	CURRENT	N3M	88A	5076.00	5973.00
		10/01/2013	N3M	88J	5177.82	6092.27
		10/01/2014	N3M	89F	5281.00	6213.82
		04/01/2015	N3M	90C	5385.73	6337.45
9037	PSYCHIATRIC SOCIAL WORK CONSULTANT	CURRENT	N3M	89F	5281.00	6213.82
		10/01/2013	N3M	90C	5385.73	6337.45
		10/01/2014	N3M	90L	5492.64	6463.27
		04/01/2015	N3M	91H	5602.09	6592.27
9034	PSYCHIATRIC SOCIAL WORKER I	CURRENT	N2M	85B	4443.09	5519.73
		10/01/2013	N2M	85K	4531.82	5629.55
		10/01/2014	N2M	86G	4622.18	5742.09
		04/01/2015	N2M	87D	4714.18	5856.64
9035	PSYCHIATRIC SOCIAL WORKER II	CURRENT	N3MW	88B	5088.73	6321.73
		10/01/2013	N3MW	88K	5190.55	6447.55
		10/01/2014	N3MW	89G	5294.00	6576.09
		04/01/2015	N3MW	90D	5399.09	6706.91

The County agrees to reopen the salary related articles of the MOU if any bargaining unit in the County receives a higher general pay increase during the 2013-15 term of this MOU.

The County agrees to conduct an expedited study to determine a method to ensure pay equity for Mental Health Clinician I and II (Item Nos. 9029 and 9030).

Effective March 1, 1999, whenever any person employed as a Psychiatric Social Worker II (Item No. 9035) or Psychiatric Social Work Consultant (Item No. 9037) has been on the top step of the established salary range for Psychiatric Social Worker II (Item No. 9035) or Psychiatric Social Work Consultant (Item No. 9037) for at least one (1) year, he/she shall receive additional compensation of twelve (12) standards levels above the top step otherwise established for these classes.

The rate established by this provision shall constitute a base rate.

Section 2 Step Advances

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- B. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

An annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- C. Grievances arising out of this section shall be processed as follows:
1. Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

2. Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.

3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days.

Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

- D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this Section, the parties agree to meet and renegotiate this Section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

ARTICLE 7 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) hours in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. ' 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

- B. The County will pay employees for any overtime worked at a rate of one and one-half (1 1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

- C. An employee may request compensatory time off (CTO) in lieu of pay at a rate of one and one-half (1-1/2) hours off for each hour of overtime worked to a maximum of 32 hours on the books at any one time. To use compensatory time, an employee must submit a written request to the immediate supervisor at least five (5) working days prior to the first date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written

approval of departmental management. Subject to operational needs, management shall not unreasonably deny requests to use compensatory time which have been submitted pursuant to the above procedure.

Accrued compensatory time shall be paid prior to any promotions. Unless approved by management, employees may not accrue overtime hours which are worked during disaster periods or emergencies declared by the Board of Supervisors, local or federal government.

At the discretion of management, an employee may be paid for a portion or all of his/her CTO at any time.

D. Payoff of Special Deferred CTO

On or after August 1, 1995, at the employee's option, CTO earned during the period October 1, 1993 through and including June 30, 1994 and remaining on the books, may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

Section 2 Usage of Non-FLSA Earned Compensatory Time

A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take

such time off. Requests for time-off will be approved based on the needs of the service as determined by Management.

- B. With prior approval of departmental Management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

ARTICLE 8 EMPLOYEE BENEFITS

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

ARTICLE 9 SPECIAL PAY PRACTICES

Section 1. Evening and Night Shift Differential

Persons employed in classifications within this Bargaining Unit who are assigned to a regularly scheduled evening or night shift as defined in the County Code shall receive 40 cents per hour bonus for each hour worked during such shift:

Effective July 1, 1988, the evening and night shift differentials shall be 50 cents per hour bonus for each hour worked during such shifts.

Effective April 1, 2001, persons employed in classifications within this Bargaining Unit who are assigned to a regularly scheduled evening or night shift as defined in the County Code shall receive 75 cents per hour bonus for each hour worked during such shift.

Section 2. Call-Back

Whenever an employee is unexpectedly ordered by his/her Department Head or designated Management representative to return to work following the termination of his/her normal work shift or normal workweek and departure from his/her work location, the employee shall receive a minimum payment of four hours' pay at the rate of time and one-half.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call

back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 3. Standby

- A. Effective October 1, 2013, persons employed by the Department of Mental Health as a Psychiatric Social Worker I (Item No. 9034) and Psychiatric Social Worker II (Item No. 9035), Mental Health Clinician I (Item No. 9029) and Mental Health Clinician II (Item No. 9030) who are assigned to a Mental Health Alert Team, Psychiatric Mobile Response Team, Children's Emergency Services or any other newly created program developed throughout the term of this MOU, shall receive a \$1.50 per hour bonus, but not to exceed a maximum of \$450.00 per month (\$225.00 per pay period), for each hour such person is assigned to regularly scheduled standby periods which occur at off-duty times.
- B. Assignment to such standby service requires the prior annual authorization of the Chief Executive Officer, and payment of said bonus for standby service requires the

finding of the Chief Executive Officer that such service meets the standards set forth above.

Section 4. Sheriff and Probation Detention Facility

Effective October 1, 2013, any person employed in a full-time permanent position of Psychiatric Social Worker I (Item No. 9034), Psychiatric Social Worker II (Item No. 9035) or Mental Health Services Coordinator I (Item No. 8148), Mental Health Clinician I (Item No. 9029) and Mental Health Clinician II (Item No. 9030) who is permanently assigned to work, on a full-time basis in any Los Angeles County Sheriff's Detention Facility, shall receive, in addition to any other compensation in this Article \$100.00 per month (\$50.00 per pay period). Compensation pursuant to this Section does not constitute a base rate.

Section 5. Assignment of Additional Responsibilities

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and recommended by the Department Head or designated Management representative, and approved by the Chief Executive Office. The Department shall notify an employee in writing of the approval or denial of his/her written request within 45 business days of receipt of the request for the additional responsibilities bonus.

If an employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CEO approval, he/she shall be returned to an assignment in his/her own classification and notified of the action in writing.

To qualify for this additional compensation a full-time permanent employee must either:

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation. The bonus for being assigned a special project or assignment shall be two standard salary schedules (approximately 5.5 percent);
or
2. Performs all the significant duties of a higher level class for which there is no vacant funded position. The bonus shall be two standard salary schedules (approximately 5.5 percent), unless the difference between the employee's class and the higher level class is less than two standard schedules. In this case, the bonus shall be the difference between the two classes.

The bonus provision in number 2 above does not apply to employees on short term higher level assignments of two weeks or less.

In no event shall an employee receive compensation pursuant to this section and receive out of class bonus pursuant to Article 15 (Out-of-Class Assignment) for the same assignment.

The additional compensation provided in this section shall not constitute a base rate.

Section 6.

Effective April 1, 2001, each member of the Bargaining Unit who is certified by the County as proficient in a language other than English and who is using this skill on a continuing and frequent basis in order to meet the public service responsibility of the department, shall receive an additional bonus of 50.00 per month (\$25.00 per pay period), in accordance with County Code Section 6.10.140. This is in addition to any bilingual bonus monies agreed to in the Coalition of County Unions Fringe Benefits MOU.

ARTICLE 10 PAYCHECK ERRORSA. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by

the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable earnings (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 11BULLETIN BOARDS

Management will furnish dedicated bulletin board space for AFSCME, the size and location to be determined jointly by departmental Management and the AFSCME.

The boards shall be used only for the following information:

- A. AFSCME recreational, social and related news bulletins;
- B. AFSCME meetings;
- C. Information concerning AFSCME elections and the results thereof;
- D. Information concerning insurance and any other benefits offered to members by the union;
- E. Reports of official business of AFSCME, including reports of committees or the Board of Directors; and
- F. Any other written material which first has been approved by the department. Bulletins requiring departmental approval shall be submitted by the union to the managers of the departmental work location where the bulletin board is located, or to the personnel officer or his/her designate. The manager or personnel officer/designate shall approve or deny posting within one business day.

ARTICLE 12 SAFETY AND HEALTHSection 1 Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. AFSCME will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices, or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his AFSCME Advocate to the local facility safety officer or the departmental safety officer, if there is no local safety officer.

On any matter of safety that is not resolved by the safety officer within a reasonable period of time, the AFSCME Advocate may confer with the safety officer who will respond in writing.

If the AFSCME Advocate is not satisfied with the response of the safety officer, an AFSCME business agent may request a meeting between Management and the Union.

Section 2 First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain first aid kits at all work facilities.

Section 3 Safety Procedures

- A. Safety standards shall be developed and consulted at the time that leases are reviewed for DMH worksites.

- B. Designated emergency exits will be in compliance with applicable County, Cal OSHA, and Fire Marshall requirements.

- C. Semi-annual Safety drills for all worksite staff.

- D. Safety training for all staff at least once per year.

- E. Management will continue to install buzzers in all new work sites and will make every reasonable effort to install buzzers at existing work sites.

- F. Management agrees to notify and consult with the union in a timely manner prior to making any significant changes to existing safety measures.

- G. Management agrees to follow the practices regarding field visits outlined in the Mental Health Illness and Injury Prevention Plan (IIPP). The parties agree that “stable circumstances” as mentioned in the IIPP refers to a secure site, including but not limited to hospitals, schools, community centers, fire or police stations.

Section 4 "Health and Safety Committee - Department of Mental Health"

Each Mental Health clinic shall have a Health and Safety Committee. The responsibilities of the Committee shall be to:

Alert Management to all safety and security concerns, including identifying potential safety, health, and security problems in the clinic before they become immediate, and make recommendations to Management for their solution.

Annually, or at other times as conditions warrant, review existing office safety procedures and make recommendations to Management for improvements and other alterations to meet changing safety, security, and health conditions.

Obtain comments and other input from staff on safety, security, and health conditions in the clinic and suggestions for improvements.

Provide input to clinic Management for the office's fire and earthquake procedures and participate in planning and conduct of fire and earthquake drills.

Oversee regular inspections of equipment and environment as they relate to safety, security, and health conditions in the clinic.

Provide to clinic Management recommendations for various safety training programs for staff, such as "Non-violent Crisis Intervention."

The Committee shall be composed of the clinic's safety officer, one Management

representative, and one clinic employee, mutually selected by the unions, representing all of the clinic employees in certified bargaining units.

The Committee shall meet monthly on County time. The recommendations of the Committee shall be advisory in nature.

Section 5

Management will respond in writing within three working days to any written request by an employee or the Union for information regarding whether a work condition is dangerous.

Section 6 Health and Safety Legislation

Management and Local 2712, AFSCME agree that the Williams-Steiger Occupational Safety and Health Act of 1970, the California Occupational Safety and Health Act of 1973, and the State legislation commonly called "SB 198" shall be binding on both parties.

Section 7 DMH Injury and Illness Prevention Plan

The County and the Union agree to meet and confer on any negotiable issues arising out of the Department of Mental Health Injury and Illness Prevention Plan (IIPP).

This provision shall expire on September 30, 2015.

ARTICLE 13 WORK SCHEDULESSection 1 Work Week

The work week for employees in this Unit is forty (40) hours of work in a seven (7) consecutive day period as defined by Management. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days of work per week. Nothing herein shall be construed to modify in any manner whatsoever a work day or work week as defined by the Los Angeles County Code.

Section 2 Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section 3) employee's work schedules shall not be changed without notice to the employees at least ten working days before the change is to be implemented.

Section 3 Emergencies

Nothing herein shall limit the authority of the department head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. An emergency condition is herein defined as an unforeseen happening requiring prompt action and is a crisis which is time limited.

Section 4 Transfers

A. Voluntary Transfers

Employees in this bargaining unit who wish to transfer to another work location may submit a written request to the Personnel Officer of that Department and have his/her name placed on a list to be kept by the Department for six months from the date of receipt.

It is understood that the request is for an available, vacant position in the same classification. The Department will consider the request when filling vacancies.

Management agrees to review transfer lists before assigning newly hired employees. Management will consider factors such as the employee's seniority, experience, academic training, professional skills and geographical location in making transfer decisions. The submission of a request to transfer to another work location does not obligate the employee to accept any actual offer of employment at that location. Further, the Department is not obligated to make an offer of employment to the employee by virtue of the employee having submitted a request.

This section is not intended in any manner to limit Management's authority to select, in its judgment, the best, qualified individual for the position.

B. Involuntary Transfers

In the assignment of involuntary transfers, Management will consider several factors, such as the employee's seniority, experience, academic training, and skills;

geographical location; and operational needs. Management will give as least ten (10) business days' advance notice prior to a transfer.

Section 5 Reassignment/Involuntary Transfer within the Department of Health Services

- A. If the Department of Health Services determines that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.

Section 6 Alternative Work Schedules

Management will consult with the Union prior to implementing or eliminating alternative work schedules, including, but not limited to, a four (4) - ten (10) hour work-day per week (4/10) schedule.

ARTICLE 14 CONSULTATION

- A. Upon request, County Management agrees to meet with representatives of the AFSCME Local 2712 for the sole purpose of consultation when conducting classification studies which could result in erosion of this bargaining unit.

All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between Management representatives and the duly authorized Union representative. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.

Management agrees to consult on request with AFSCME on matters related to professional standards and patient care, on changes in rules affecting conditions of employment, and on impact of County-wide classification studies of classes represented by this bargaining unit.

AFSCME agrees to work, cooperatively and jointly with the Department of Mental Health on the creation of a para-professional classification series.

- B. It is the intention of County Management to provide timely notification concerning classification studies, referenced in Paragraph A. of this Article, so that ample time

exists prior to action by the Director of Personnel should this representation unit desire to request a consultation meeting.

- C. Management further agrees to consult on request with AFSCME Local 2712 on training, professional development, safety and health, and major organizational changes which impact on the working conditions of employees in this unit.
- D. All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between Management representatives and the duly authorized Union representative. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.
- E. The parties will establish a Joint Labor/Management Committee to discuss proposed changes in the delivery of directly-operated mental health services, where such proposed changes will have a substantial impact on employees in this Bargaining Unit.

The Joint Labor/Management Committee shall consist of no more than four (4) Management representatives, and no more than four (4) employee representatives between Bargaining Units 721 and 724. Management representatives will be designated by the Director of Mental Health. Employee representatives will be designated by the Union. During the term of this MOU, the Joint Labor-

Management Committee shall meet, upon request of either party, at mutually agreeable times and locations.

The parties agree that the Committee may make advisory recommendations to Management for consideration.

- F. It is understood by the parties that the provisions of this Article do not waive rights provided for in the Los Angeles County Employee Relations Ordinance.

Health Reform Advisory Committee

The parties agree to establish a joint labor-management committee (titled the Reform Advisory Committee) to review the impact on conditions of employment resulting from health care reform on the Department of Mental Health (DMH) and make recommendations to DMH management.

The Committee will be charged with making recommendations on how best to implement health care reform. The Committee, which will be chaired by the Department of Mental Health, will have a maximum of seven (7) members from Local 2712 and seven (7) members from Local 3511. The Committee will meet once a month as necessary, at a time and place to be determined by the committee.

An agenda will be prepared in advance of each meeting. If there are topics on the agenda affecting a department other than DMH, a representative for labor, and a representative for management from that department will be invited to attend.

Management agrees to consult with the committee on new classifications or classification changes resulting from health care reform.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, DMH Management agrees to meet and confer with the union on negotiable subjects specifically related to DMH's changes under health care reform when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

This section shall expire on September 30, 2015.

ARTICLE 15 OUT-OF-CLASS ASSIGNMENTS

Section 1 Definitions

- A. For the purpose of this Article, an out-of-class assignment is the full time performance of all the significant duties of an allocated, vacant*, funded position in one class by an individual in another class.

- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class.

This bonus is paid pursuant to the conditions described below.

Section 2 Conditions

- A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, Management shall upon the employee's or Union's written request for relief either:

* [For the purpose of this Article, vacancies due to leaves of absence shall be defined as in the County Code Section 6.20.110.]

appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this Article is to be paid;

return the employee to an assignment in his/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this Article is to be paid; or

pay the employee the bonus from the date of request for relief, and terminates when the conditions of this Article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3 Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this Article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this Article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.

- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 16 VACATION SCHEDULING

Vacation periods shall be scheduled by Management to provide adequate staffing. Such schedules shall be subject to the needs of County service.

Employees shall be entitled to take authorized vacations in accordance with the following procedures:

1. At least annually, Management shall prepare a vacation schedule for all employees in each work facility.
2. The employees with the greatest seniority will be given the opportunity to have first choice of his/her vacation schedule, with the other employees being given their choice of vacation schedules in descending order of seniority.
3. Having once made such a choice, no employee may change his/her vacation schedule if such change will conflict with the choice of any other employee in the facility or unless the affected employee and Management agree to such a change.
4. For the purpose of this Article, employees assigned to a facility after the annual vacation schedule has been prepared waive any seniority rights they may have had until the next annual vacation schedule is prepared.

5. For the purpose of this Article, seniority shall be defined as the total amount of continuous County service. An employee may exercise his/her seniority only within the work location to which he/she is permanently assigned.

ARTICLE 17 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read and receive a copy, if requested, of any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee declines to sign, the supervisor shall note this on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's declining to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights had been exhausted.

Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date will be two years from the date of issue of the documents in the sealed envelope. Upon the employee's request, the sealed envelope shall be removed from the personnel file and returned to the employee

On reviewing his/her personnel file, an employee may request and have any written warnings or reprimands issued more than two years prior removed from his/her personnel file except as such may be a part of an official permanent record.

If the department takes disciplinary action against an employee, the department, upon request of the employee, will furnish the employee copies of any documents or written statements used by the department as a basis for its action.

No non-work related material will be introduced into the file.

ARTICLE 18 EMPLOYEE LEAVES

Section 1 Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Chief Executive Officer and by the department head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her physician, may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury.

Section 2 Bereavement Leave

Upon the employee's request and with approval by the department head, an employee may use the necessary portion of his/her available personal leave, vacation, or compensatory time off for the purpose of supplementing bereavement leave.

Section 3 Medical Leave

Pursuant to the Civil Service Rules, medical leaves without pay will be granted for the purpose of recovery from a prolonged illness or injury or to restore health, upon the

employee's request, if, after submission of medical evidence satisfactory to the department head as establishing the employee's medical need, the department head determines that such leave would be in the best interests of the department and the County. Medical evidence shall be sent to the departmental return-to-work coordinator.

Section 4. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, unpaid educational leaves may be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university. Bargaining unit members may elect to use non-sick benefit time during educational leave.

Section 5. Employee Organization Leave

AFSCME, Local 2712, may request up to two (2) employees in the Unit at the same time on leave of absence to work on union business. These leaves are subject to Civil Service Rules. The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Union business as it is related to County functions.

AFSCME Local 2712 may request additional releases of employees to the Chief Executive Office. Said requests will be granted based on organizational needs.

The leave shall be without County pay or benefits of any kind, unless fully reimbursed by the union. Leaves shall generally be for a maximum of one year. An individual employee's leave may be extended at the discretion of management. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given service area. Employees on such leave will have their performance evaluation reflect that they were on an authorized organizational leave.

Section 6. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.

- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

- D. This section shall not be subject to arbitration.

Section 7. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent

From work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

ARTICLE 19 PROFESSIONAL DEVELOPMENT AND TRAINING

Management recognizes that the procedures and time limits at the facility for requesting participation in work related educational programs, seminars, and professional conferences on County time may vary.

Employees who are not required to complete Continuing Education Units to maintain a professional license may request County time for work related training. Management will distribute as equitably as possible among all employees in the same job assignment paid County time to attend conferences, workshops, seminars, or symposia, when and if management provides paid County time to any employees in such job assignment.

Requests for salary only training must be submitted for approval at least six (6) weeks prior to the commencement of the training. No later than ten (10) calendar days prior to the date of the training, Management shall inform the employee of approval or denial of the request.

The employee will be notified of the reasons for the denial of the training request. Management shall not be obligated to these time frames if the employee does not submit the request at least six (6) weeks prior to the commencement of the training.

Requests for salary only training for which the employee has received short notice (short notice defined as less than forty-two (42) calendar days) must be requested by the employee at least ten (10) calendar days prior to the date of the training. Management

shall inform the employee of approval or denial of the request at least five (5) calendar days prior to the date of the training. Management shall not be obligated to these time frames if the employee does not submit the request at least ten (10) calendar days prior to the commencement of the training.

Professional Development and Training Advisory Committee

The Department of Mental Health and AFSCME agree to create an advisory committee to provide employee input in the development of staff training programs. The committee will consist of up to four management representatives and four employee representatives (two from Unit 721, and two from Unit 724). Meetings will be held quarterly, upon written request of the union.

Professional Social Workers Association Meetings

Upon request and based on operational needs, a reasonable number of employees will be allowed to attend the Professional Social Workers Association meetings.

Marriage and Family Therapists Association Meetings

Upon request and based on operational needs, a reasonable number of employees will be allowed to attend the Marriage and Family Therapists Association meetings.

ARTICLE 20 MANDATORY CONTINUING EDUCATION

Management recognizes the importance of continued education for employees in this Unit and will give reasonable consideration to employee requests for participation in available work-related educational programs, seminars, professional conferences and professional meetings, on County time.

Management will distribute as equitably as possible among all employees in the same job assignment paid County time to attend conferences, workshops, seminars, or symposiums, when and if Management provides paid County time to any employees in such job assignment.

The parties agree jointly to recommend to the County's Board of Supervisors for adoption and implementation through amendment to applicable provisions of said Ordinance, that in addition to all provisions of the Los Angeles County Code, any person employed in a full-time permanent position of Mental Health Clinician I (Item No. 9029), Mental Health Clinician II (Item No. 9030), Psychiatric Social Worker I (Item No. 9034), Psychiatric Social Worker II (Item 9035), or Psychiatric Social Work Consultant (Item No. 9037) may, subject to departmental staffing consideration, during the term of this contract, be allowed time off from work at regular pay for twenty-four (24) hours per year throughout the term of this contract to attend mandatory continuing education, licensure or recertification programs.

It is agreed that twelve (12) hours of the twenty-four (24) hours per year may include pre-approved home study courses to fulfill mandatory continuing education requirements for licensure. Additionally, if the needs of the service are not negatively impacted, the Department of Mental Health and the Department of Health Services shall make every effort to adjust the employee's schedule for that workweek to include attendance at approved continuing education programs when such training falls on a Saturday and/or Sunday, or regular day off or at a time that is outside of regular work hours.

Notwithstanding the above provisions and pursuant to Civil Service Rules where paid leave time is not available to all employees desiring to attend a work-related program, subject to departmental criteria, the employee may (a) use accrued leave time or (b) use up to two days of leave without pay per year for such attendance. In all instances, provisions of this Article will be subject to departmental staffing considerations.

ARTICLE 21 PARKING

The Coalition of County Unions will negotiate over Management proposals to increase average vehicle ridership (AVR) pursuant to regulations of the Air Quality Management District (AQMD). Upon completion of those negotiations, all other parking provisions contained herein shall cease to apply to employees in this bargaining unit. Completion of negotiations means (1) agreement or (2) exhaustion of the impasse procedures established by the Employee Relations Commission (ERCOM) or 120 calendar days from commencement of negotiations whichever occurs first.

County will continue to make every reasonable effort to provide free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work locations.

ARTICLE 22 PROMOTIONSSection 1

Upon the employee's request, Management shall discuss with the employee the reason(s) he/she was not selected for a promotion if the employee ranked higher on the eligible list than the employee who was appointed. For informational purposes only, employees are advised that, under the Los Angeles County Civil Service Rules, eligible lists are available for public inspection.

For the purpose of this Article, promotion shall be defined as advancement to a position of higher rank or grade involving an increase in pay.

To facilitate the continued implementation of affirmative action, equal promotional opportunities shall be offered to all qualified members of this bargaining unit when such opportunities are available.

Section 2

The County agrees to provide the Local President with copies of all promotional examination bulletins for classes in the bargaining Unit.

ARTICLE 23 GRIEVANCE PROCEDURESection 1 Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance.

Section 2 Definitions

1. Wherever used, the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules or regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.

3. "Days" means calendar days exclusive of Saturdays, Sundays, or legal holidays.

Section 3 Responsibilities

1. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

The union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

Section 4 Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this Article may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall automatically be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

Section 5 General Provisions

1. An employee involved in the processing of his/her grievance may do so without loss of compensation provided that he/she accomplishes all phases of preparation and presentation in a reasonable and expeditious manner.
2. An employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings.
3. Only County employees in this Unit or authorized AFSCME representatives as specified in Article 29, Work Access, may be selected by an employee to represent him/her in formal grievance meetings.
4. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting.
5. A County employee selected as a representative in a grievance shall not receive compensation from Los Angeles County for any time spent investigating or processing the grievance unless the employee's name is supplied to Management as required in Article 27.

6. If the employee elects to be represented by any person in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
7. The AFSCME has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of this Memorandum of Understanding. If a union representative was present at the formal grievance hearing, he/she will receive a copy of the response given to the employee.
8. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6 Procedure

1. Informal Complaint
 - A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall discuss his/her complaint in a meeting with his/her immediate supervisor.

- B. Within ten (10) business days from the day of the discussion with the employee, his/her immediate supervisor shall verbally reply to the employee's complaint.

2. Grievance

Step 1 - First Level Management

- A. Within ten (10) business days from receipt or failure to receive his/her supervisor's decision, an employee, not satisfied, may file a formal written grievance.

- B. Within ten (10) business days from receipt of the grievance, the first level Management representative shall meet with the parties involved and shall give a written decision to the employee using the original copy of the grievance.

Step 2 - Middle Level Management

- A. Within ten (10) business days from his/her receipt of the written decision at level one and using the returned original copy of the grievance form, the employee may appeal to the middle level Management representative.

The middle level Management representative shall meet with the first level Management representative and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle level Management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3 - Upper Level Management

- A. Within ten (10) business days from the receipt of the decision at level two, the employee may appeal to the upper level Management representative using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the upper level Management representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance and meet with the parties involved. He/she shall then render a written decision to the employee within five (5) business days of the holding of the meeting.
- C. If the upper level Management representative fails to give a decision at the third level within the specified time limits, AFSCME shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that do not directly concern or involve the interpretation or application of the specified terms and provisions of the Memorandum of Understanding, the written decision of the upper level Management representative shall be final.

Section 7 Arbitration

1. Within ten (10) business days from the receipt of the written decision of the upper level Management representative, AFSCME may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances, adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Commission Rules, nor matters under the

jurisdiction of said Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including but not limited to, discharge, reductions, and discrimination; nor

- C. The interpretation, application, merits, or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event AFSCME desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission with a copy thereof simultaneously transmitted to County's Office of Human Resources, Chief Executive Office and to the County Department Head or Officer affected, which written request shall:

- A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

 - B. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty (30) working days from date of receipt of the request of arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission.

 - C. Arbitration procedures conducted under the authority of this Article shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties to the case.
4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or

procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and AFSCME shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and AFSCME cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon AFSCME. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's

decision and award shall have no force or effect whatsoever. AFSCME may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Implementation

Term

Renegotiation

Equal Opportunity

Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Clinical Supervision

ARTICLE 24 GRIEVANCES GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between AFSCME and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon.

- A. Within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from its knowledge of such an occurrence, where AFSCME has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, AFSCME may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the department heads involved and to the Chief Executive Officer.

Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought. Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, AFSCME shall have the right to meet the principal representative(s) of the County who have authority to resolve the matter.

For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his authorized representative.

- C. Within ten (10) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 7, Subsection 2 of Article 23, the disagreement may be submitted to arbitration in accordance with the provisions of Section 7 of Article 23 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 23 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the Grievance Procedure set forth in Article 23 hereof.

ARTICLE 25 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 7, Arbitration, of Article 23, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor

- C. The interpretation, application, merits or legality of the rules of regulations of the department head, the Chief Executive Officer, or any other County department, agency, or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel, and 3) there will be no post hearing briefs.

5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of the Memorandum of Understanding.
9. The decision of the arbitration shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 26 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns or picketing shall be caused or sanctioned by AFSCME and no lockouts shall be made by the County.

In the event AFSCME or any employees covered by this agreement individually or collectively, violate the provisions of this Article and AFSCME fails to exercise good faith in halting the work interruption, AFSCME and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 27 AFSCME REPRESENTATION AND WORK ACCESSSection 1

It is agreed and understood by the parties of this Memorandum of Understanding that there shall not be more than one steward per facility within the representation Unit as herein defined. Only an employee who has passed his/her initial probation period and who Management has designated to be a permanent employee shall be eligible for appointment as an AFSCME steward.

Section 2

AFSCME shall give to the director of each department with employees in this Unit and the Chief Executive Officer of the County of Los Angeles a written list of the names of employees selected as AFSCME stewards, which list shall be kept current by AFSCME. The County shall give AFSCME a written list of department heads with employees in this unit. This list shall be kept current by the County.

Section 3

Unit 721 agrees, whenever investigation or processing of formal grievances and/or disciplinary actions initiated by the department are to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Time spent on the investigation and processing of formal grievances will be recorded a form provided by management. When required to leave his/her work location to investigate or process a grievance, the AFSCME representative shall report to his/her immediate supervisor and advise him/her of his/her intent. Permission to leave will be

granted by the supervisor promptly unless the absence will cause a hardship upon the department which could not be alleviated without the representative's continued presence.

In such case, the representative will be advised of an alternate time as soon as possible. Upon completion of the investigation or processing of the grievance, the representative will report back to his immediate supervisor whose responsibility it shall be to note the time of leaving and return to the department. Upon arriving at another work location, the representative shall inform the concerned supervisor of his/her presence and the reason therefore. Said supervisor will grant the employee involved Permission to leave the job promptly, unless the employee's absence from the work location would cause a hardship upon the department. In such event, the representative will be informed of a time most immediately following when the employee will be made available.

Management agrees an AFSCME steward or Board member will not be discriminated against nor transferred to another work location without his/her consent.

Vacancy notices

Vacancies shall be posted according to department procedures. AFSCME will be informed regarding the method of access to the vacancy listing.

ARTICLE 28 PAYROLL DEDUCTIONS AND DUES

Section 1 Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2 Security Clause

Any employees in this Unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period December 15 through December 31, in each year of this MOU, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deduction are to be cancelled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 4 Agency Shop

A. Agency Shop Defined

It is mutually agreed by the parties that the term "Agency Shop" means that every employee represented by this Bargaining Unit shall, as a condition of continued employment, either join the certified majority representative organization or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

B. Religious Objections

An employee who is a member of a bonafide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union. Such employee shall in lieu of periodic dues or Fair Share dues, pay sums equal to Agency Shop Fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

Such funds shall be paid through payroll deductions to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Agency Shop Unit

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

D. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Bargaining Unit under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this Memorandum of Understanding.

E. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member Agency Fee payers to meaningfully challenge the propriety of the use of Agency Fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al v. Hudson, 106 S. Ct. 1066 (1986). Such notice

and procedures shall be provided to non-members Agency Fee payers in each year that the Agency Shop agreement is in effect.

F. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union, pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee. The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fee, or charitable contributions shall be the first pay period following thirty (30) working days of

employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. List of New Employees/Separations

1. Management shall provide the Union with access to employee lists via Internet each pay period. The employee list shall contain the name, employee number, classification title, item number, item sub, item step salary rate, department, time base, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding.
2. The County will make available to each new employee entering the Bargaining Unit an information brochure, and/or letter about AFSCME, and a dues deduction card furnished by AFSCME, Local 2712. Each department will notify the union if it runs out of this material.

H. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 29 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, AFSCME, Local 2712 representatives shall participate in new employee orientation for the sole purpose of providing employees information regarding AFSCME, Local 2712 Union membership.

ARTICLE 30 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

ARTICLE 31 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither AFSCME nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 32 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This Article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties.
- B. It is the Intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term. It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify AFSCME Local 2712 indicating the proposed change prior to its implementation. Nothing herein shall limit the authority of Management to make necessary changes during emergencies or when required to do so by law. Management shall notify AFSCME Local 2712 of changes resulting from emergent or legal requirements as soon as practicable. AFSCME Local 2712 shall notify Management within five (5) working days from the receipt of such notice if it desires to consult with Management. Nothing contained herein shall prevent the Union from grieving the effect of such change in accordance with the grievance procedure contained herein. Failure by AFSCME Local to request consultation, pursuant to Paragraph B, shall not be deemed as approval of any action taken by the County.

- C. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any other matters within the scope of negotiations, during the term of the Memorandum of Understanding.

- D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.

- E. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 33 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, as for example by work furloughs because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 34 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours, and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

ARTICLE35 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission or similar independent commissions of the County. If any part or provisions of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE36 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- a. Management's principal authorized agent shall be County's Chief Executive Officer, or his duly authorized representative (address: 222 North Grand Avenue, Los Angeles, California 90012, Telephone: 974-2404) except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation as set forth herein.

- b. AFSCME's principal authorized agent shall be the Executive Board, AFSCME Local 2712 (address: 514 Shatto Place, Los Angeles, California 90020, Telephone: (213) 252-1382).

ARTICLE 37 CLINICAL SUPERVISION

Employees in this Unit in the classification of Psychiatric Social Worker I (Item No. 9034) or Mental Health Clinician I (Item No. 9029) who are not a Licensed Clinical Social Worker, shall receive clinical supervision as determined by the State of California, Board of Behavioral Sciences (BBS). Management shall adhere to applicable State laws, rules and regulations in the area of supervision pursuant to the BBS.

ARTICLE 38 ALTERNATIVES TO LAYOFFS

Section 1 Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2 Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any members of a bargaining unit.

Section 3 Enhanced Voluntary Time-Off Program

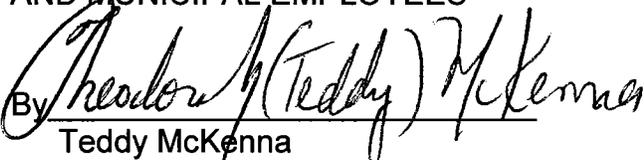
In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

Section 4 Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

ASSOCIATION OF PSYCHIATRIC
SOCIAL WORKERS/AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES

By 
Teddy McKenna
Local 2712 President

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
William T. Fujioka
Chief Executive Officer

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
MEDICAL SOCIAL WORKERS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of
the County of Los Angeles (hereinafter
referred to as "County")

AND

SEIU, Local 721, CTW, CLC (hereinafter
referred to as "Union").

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable state law, LACEA 660/LACEU 434, SEIU, was certified on May 27, 1970 by County's Employee Relations Commission (Employee Relations Commission File No. 27-70) as the majority representative of County employees in the Medical Social Workers Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. On March 23, 1993, Local 434 was certified as the sole majority representative of employees in this unit. Effective January 15, 2000, the Employee Relations Commission recognized LACEA, Local 660, SEIU, AFL-CIO, as the majority representative of County employees in this Unit. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007, transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by Local 660, SEIU. Management hereby recognizes SEIU, Local 721, as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Management agrees to recognize SEIU, Local 721 as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and SEIU, Local 721 has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Boulevard, Suite 100, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term, and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOUs. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOUs.

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental

Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.
5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding

on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the

terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established

procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
-
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
-
- 6. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel, and 3) there will be no post hearing briefs.
- 6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
 - 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
 - 8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.

9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination
 - Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

An employee, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and

- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees

subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3. Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4. Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department

Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the

additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDY

Section 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific

provision of this agreement. Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

- Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

- FLSA Exempt employees must request EVTO in full work day increments.

- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

- EVTO is not available to employees on any other paid or unpaid leave.

- Department Heads may continue to approve other unpaid leave of absences.

- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDSSection 1.

Management will furnish adequate bulletin board space to SEIU, Local 721, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the

receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTH

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. SEIU, Local 721, will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter in writing to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or his representative is not satisfied with the response of the safety officer, SEIU, Local 721, may consult with the Assistant Director, Health, Safety and Disability Benefits, of the Department of Human Resources or his designate.

A representative of such branch shall respond to the department head and SEIU, Local 721, within ten (10) days.

If SEIU, Local 721, is not satisfied with the response of the Assistant Director, Health, Safety and Disability Benefits, the issue may be taken within ten (10) days to arbitration as set forth in this Memorandum of Understanding. During such ten (10) days, consultation between the department head and SEIU, Local 721, will take place.

Section 2.

Management and SEIU, Local 721, mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 3.

Management and SEIU, Local 721, mutually agree to establish a joint Health and Safety Committee to review health and safety problems, including but not limited to infectious disease control, their causes and prevention. The committee shall consist of four (4) representatives appointed by the Union and four (4) representatives appointed by Management. The committee shall meet bi-monthly.

Section 4. First Aid Kits

The departmental Safety Officer shall make a reasonable effort to provide first-aid kits at all non-hospital facilities.

Section 5. CCS Ergonomics Committee

The union will have one representative to serve on the CCS Ergonomics Committee.

Section 6. Training

An employee may make a request for specialized work-related safety training.

Management will respond to such requests within 20 business days.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (E-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICESSection 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2. Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.
2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce

intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDSSection 1. Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by SEIU, Local 721.

Union officers and stewards of SEIU, Local 721, shall be allowed reasonable time off without loss of pay to perform the responsibilities of their positions at County facilities as provided by the Employee Relations ordinance and other applicable law.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an

undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1. Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals.

Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed),

Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2. Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3. Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4. Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.

- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.

- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.
- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.
- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.

- F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5. Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.

- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.

- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.

- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resources office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.

- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.

- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.

- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County". This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6. Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services' facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives,

and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 7. Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.
2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).

2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.
4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8. Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9. Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10. DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including but not limited to study guides and practice skills labs;
- Study time and remediation; and
- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42 DEPARTMENT OF MENTAL HEALTH HEALTH CARE REFORM

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for and responding to changes under healthcare reform and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare reform before implementation.

The committee will have fifteen (15) Local 721 employee representatives. Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform in DMH' when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization with the goal of

achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.
- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform Committee

This article will expire on September 30, 2015, with the exception of the section on work place safety. If the parties have not completed the work of DMH health care reform by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44 LAYOFF OR REDUCTION PROCEDURE

In the event of an anticipated layoff or reduction, Department Management will notify Local 721 and the Department Management and Local 721 will meet promptly to develop a layoff or reduction procedure in accordance with applicable Civil Service Rules.

ARTICLE 45 PROMOTIONS

Upon the employee's request, Management shall discuss with the employee the reason(s) he was not selected for a promotion if the employee ranked higher on the Civil Service list than the employee who was appointed.

For the purpose of this Article, promotion shall be defined as advancement to a position of higher rank or grade involving an increase in pay.

ARTICLE 46 POSTING OF VACANCIES - DEPARTMENT OF HEALTH SERVICES AND MENTAL HEALTH

Management of the Departments of Health Services and Mental Health will post, within a reasonable time, promotional opportunities on a bulletin board or boards designated expressly for this purpose. Designated bulletin boards shall be located in an area which is centrally located and accessible to employees in this unit.

This language shall not apply to any other department covered by this Memorandum of Understanding.

Employees may obtain information about open competitive examinations by calling the job information hot line at (800) 970-LIST (5498) or through the Department of Human Resources (DHR) Internet website at <http://hr.co.la.ca.us>. This site is accessible through any computer with Internet access.

Employees may obtain information about promotional or transfer opportunities by calling the 24-hour vacancy information hot line at (213) 974-8335 or through the DHR Intranet website at <http://jaintra.co.la.ca.us>. This site is accessible only from County worksites.

ARTICLE 47 TRANSFERSSection 1. Transfer Requests

Management agrees to consider employee requests for transfer at the time vacancies are to be filled. Employees wishing to transfer will forward to Management a written request indicating their desire for a transfer, the reason for the request, and a resume of their training and experience.

These written requests will be maintained in an active file within the appropriate office to which it was sent for a period not to exceed twelve (12) months. Employees desiring to keep their individual request active beyond the above time limit must submit a new written request.

Before seeking candidates from promotional lists or new hires Management agrees to give serious consideration to each transfer request. However, this Article in no way is intended to limit Management's authority to make appointments.

Section 2. Lateral Transfers

- A. An employee who has been offered and accepted lateral interdepartmental appointment (transfer) onto an authorized item, without any change in their classification title or employment status, shall be released within thirty days from

the date of the request unless otherwise agreed to by the Department Heads, as provided by governing Civil Service Rule 15.02 (B).

- B. Management will make every effort to release an employee who has been offered and accepted a lateral inter-facility or intra-facility appointment (transfer) onto an authorized item, without any change in their classification title or employment status, within thirty days from the date of the request, unless otherwise agreed to by the respective facility managers.

- C. When, by virtue of hardship, Management is unable to grant a timely release for the lateral inter-facility/intra-facility transfer of the employee, there shall be an attempt to negotiate a mutually agreed upon release date by/between the releasing/receiving managers and the affected employee.

- D. Public safety and patient care are priority considerations; therefore, in the event of an officially declared hiring freeze, it is recognized that a hardship condition exists that may inhibit an expedited release. Nothing in this section will supersede an officially declared hiring freeze.

Employees may participate in the County Civil Service exam process on County time.

ARTICLE 48 TECHNOLOGICAL CHANGE

When advance knowledge of the impact of pending changes in function, organization, or operations is available which result in the abolishment of positions, Management will make an intensive effort to either reassign or transfer affected employees to other comparable positions for which they qualify.

Technological change shall not be subject to arbitration, but shall be grievable and Local 721 shall not be precluded from seeking any other appropriate remedies.

ARTICLE 49 AFFIRMATIVE ACTION

Within 90 days of the implementation date of this MOU and at the written request of Local 721, a Department of Health Services Affirmative Action Committee shall be convened. This Committee shall be composed of an equal number of Management representatives and employee representatives (selected from various interested employee organizations representing employees in the Department). All recommendations that are mutually agreed to by the Management and employee representatives shall be implemented by the Department of Health Services.

ARTICLE 50 CONTINUING EDUCATION

Management recognizes the advantage of continued education for all employees in this unit, (including Medical Case Workers and Clinical Social Workers), and will give reasonable consideration to employee requests for participation in available work-related educational programs such as seminars, professional conferences and professional meetings, or home study, on County time.

Management will distribute as equitably as possible among all employees in the same job classification (such as Medical Case Worker or Clinical Social Worker) paid County time to attend work-related educational programs such as conferences, workshops, seminars, or symposiums, when and if Management provides paid County time to any employees in such job assignment.

Management will ensure the availability of in-service training in areas that relate to the functions of the job for classes in this unit.

The parties agree jointly to recommend to the County's Board of Supervisors for adoption and implementation through amendment to applicable provisions of the County Code that in addition to all other provisions of the County Code, any person employed in a full-time permanent position of Clinical Social Worker (Item No. 9013), Senior Clinical Social Worker (Item No. 9019), or Clinical Social Work Consultant (Item No. 9024) may, subject to departmental staffing considerations, during the term of the agreement be allowed time off from work at regular pay for twenty-four (24) hours per fiscal year to attend a work-related educational program.

In the Department of Mental Health, it is agreed that twelve (12) hours of the twenty-four (24) hours per year may include pre-approved home study courses to fulfill mandatory continuing education requirements for licensure. In the Department of Health Services and Department of Public Health it is agreed that all 24 hours of continuing education may include the option of home study through BBS-registered providers. Additionally, if the needs of the service are not negatively impacted, the Department of Mental Health and the Department of Health Services shall make every effort to adjust the employee's schedule for that workweek to include attendance at approved continuing education programs when such training falls on a Saturday and/or Sunday, or regular day off or at a time that is outside of regular work hours.

Notwithstanding the above provisions and pursuant to Civil Service Rules, where paid leave time is not available to all employees desiring to attend a work-related program, subject to departmental criteria, the employee may (A) use accrued leave time or (B) use up to two days of leave without pay per year for such attendance. In all instances, provisions of this Article will be subject to departmental staffing considerations.

ARTICLE 51 CONSULTATION AND TRAININGSection 1. Consultation

All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between management representatives and the duly authorized union representative. Every reasonable effort shall be made to have such consultations prior to effecting basic changes in any rule or procedure affecting employee relations.

Section 2. Training

Management shall provide monthly training on current changes in laws, ordinances, policies and practices for all members of this bargaining unit.

During the term of this agreement, Management will offer employees two HIV/AIDS Awareness trainings.

Medical Case Workers may be allowed paid time off to participate in work-related training. On a one-time basis, Clinical Social Workers who have completed the required hours of professional experience for licensure may be granted up to sixteen (16) hours to prepare for the licensing exam.

ARTICLE 52 VACATIONSSection 1. Vacation Deferral

The parties agree jointly to recommend to the County's Board of Supervisors for implementation and adoption by amendment to the applicable Code that when requested by the employee and authorized by the department head vacation time may be deferred for more than one year; provided, however, an employee's maximum current and deferred vacation accrual shall not exceed 40 days at any time.

Section 2. Vacation Scheduling

Vacation periods shall be scheduled by Management to provide adequate staffing. Such schedules shall be subject to the needs of County service.

Employees shall be entitled to take authorized vacations in accordance with the following procedures:

1. At least annually, Management shall prepare and post a vacation schedule for all employees in each work facility in a timely manner.
2. The employee with the greatest seniority will be given the opportunity to have first choice of his vacation schedule, with the other employees being given their choice of vacation schedules in descending order of seniority.

3. Having once made such a choice, no employee may change his vacation schedule if such change will conflict with the choice of any other employee in the facility or unless the affected employee and Management agree to such a change.
4. For the purpose of this Article, employees assigned to a facility after the annual vacation schedule has been prepared waive any seniority rights they may have had until the next annual vacation schedule is prepared.
5. For the purpose of this Article, seniority shall be defined as the total amount of continuous service within a classification within the department. An employee may exercise his seniority only within the work location to which he is permanently assigned.
6. In the case of a tie involving two or more employees, the opportunity to choose a vacation schedule will be given to the employee in the order of their County seniority.
7. For the application of this provision, each County medical facility shall be considered as a separate department.

ARTICLE 53 WORK SCHEDULES

Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days per week. Nothing herein shall be construed to modify in any manner whatsoever a work day or work week as defined by Chapter 6.12 of the Los Angeles County Code.

Section 1. Work Day and Work Week

The work day shall be eight (8) consecutive hours, exclusive of lunch periods. Each eight-hour shift shall include two rest periods, one scheduled during each half of the assigned shift. The work week shall be five (5) consecutive days, except as provided in Section 3.

Section 2. Work Shifts

Except for emergencies employees' work shifts shall not be changed without written notice to the employee at least ten (10) working days prior to the effective date of the change except as provided in Section 3.

Section 3. Emergencies

Nothing herein shall be construed to limit the authority of Department Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

Section 4.

Health Services management shall make every reasonable effort to locate and provide sufficient interview space for employees in this Unit to protect and maintain client confidentiality.

Section 5. Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule or a 12 hour schedule. Management will respond to an employee's request within 15 calendar days in writing. If the request is denied, management will explain the reasons for the denial. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

Section 6. DHS Employees - Standby

Management of the Clinical Social Work departments of LAC-USC, Harbor-UCLA and Olive View agree to meet and consult with SEIU 721 about alternative methods of covering evening, weekend, and holiday schedules within the confines of existing budget and existing staffing. The parties mutually agree to meet within ninety (90) business days of Board approval of this MOU to discuss guidelines. The agreement reached will be reduced to writing.

ARTICLE 54 WORKLOADSection 1.

Whenever an employee feels that the workload set by his immediate supervisor requires a work effort that the employee cannot attain or maintain, the employee may file a grievance requesting that his workload be reduced to a reasonable level.

Prior to filing such a workload grievance, the employee will discuss the matter with his immediate supervisor in an attempt to resolve the dispute.

The intent of this section is that an employee in a classification will not have a significantly higher workload than other employees in the same classification or unit of work.

In response to the grievance, and in lieu of following the usual grievance procedure, the Management and Local 721 may jointly request either the CEO's work measurement group or another mutually agreed on source to conduct a work effort study within forty-five days of receipt of the grievance.

During this interim period, the employee shall make a good faith effort to accomplish the assigned tasks, and in response to the good faith effort, Management will not impose disciplinary action on the employee while the "work effort study" is in progress. The study will be reported to the parties within forty-five days, and they will use the objective

report as a basis for reaching a resolution of the grievance. If the parties fail to reach agreement, the Management is then free to exercise discipline against the employee. However, suspension, reduction, discharge and reference of disputed work performance in the employee's performance evaluation will be suspended pending an arbitration award in the event Local 721 within ten days following the failure to resolve the problem files for arbitration. The parties mutually agree that the arbitrator's award must be rendered within seven business days of the close of the hearing. If the award is not rendered, Management is no longer precluded from proceeding with suspension, reduction, discharge, or reference of disputed work performance in the employee's performance evaluation.

If the parties do not mutually agree to the study referenced above, the normal grievance and arbitration procedure shall be followed.

Section 2.

When the Management makes major changes (greater than 10%) in the workload of an entire force (group-section-office-etc.) Local 721 may at any time after twenty days, but not later than forty-five days, time being of the essence, following the effective date of the change, file a Grievance-General in Character challenging the effect of the change as imposing an unreasonably burdensome workload on the affected employees.

During the interim period, the employees will make a good faith effort to accomplish the new workload. In exchange for the good faith effort, the Management will not take

disciplinary action during and with respect to the interim period against those employees who do not meet the increased workload requirement. Action may be taken at any time against employees who do not make a good faith effort.

ARTICLE 55 LEGAL REPRESENTATION

Upon request of employee and subject to any limitations, provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his employment as an employee of County, and County will pay any judgment so rendered against the employee.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

ARTICLE 56 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

- B. Accrual and Usage of FLSA Compensatory Time Off (CTO). At the discretion of management, an employee may be offered CTO in lieu of pay at the rate of one and one-half (1-1/2) hours for each hour of overtime worked to a maximum of 40 hours on the books. Requests for time off will

be approved based on the needs of the service as determined by management.

Section 2. Usage of Non-FLSA Earned Compensatory Time

- A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off. Requests for time-off will be approved based on the needs of the service as determined by Management.

- B. With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. Saving Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

Section 5.

An employee who works a four (4) day - 40 hour week schedule or a nine (9) day - 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

ARTICLE 57 SPECIAL PAY PRACTICESSection 1. Call Back

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back.

Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 2. Standby Pay

A permanent, full-time employee in this bargaining unit who is assigned regularly scheduled periods of standby service at off-duty times pursuant to the County Code shall receive \$1.50 per hour.

Employees may be assigned to a maximum of 150 hours standby per month. Employees may choose to work beyond the maximum number of hours on a voluntary basis. Management and the union agree to meet as needed to discuss management of standby and callback duty.

ARTICLE 58 SALARIES

Section 1. Recommended Salary Adjustment

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9024	CLINICAL SOCIAL WORK CONSULTANT	CURRENT	NM	94F	5425.82	7115.73
		12/13/2013	NM	95C	5533.45	7257.18
		10/01/2014	NM	95L	5643.27	7401.91
		02/01/2015	NM	96H	5756.27	7549.82
9013	CLINICAL SOCIAL WORKER	CURRENT	N33M	87F	4737.64	5885.73
		12/13/2013	N33M	88C	4832.00	6002.82
		10/01/2014	N33M	88L	4928.00	6122.09
		02/01/2015	N33M	89H	5026.55	6244.55
9001	MEDICAL CASE WORKER I	CURRENT	NMA	75D	3233.73	3411.82
		12/13/2013	NMA	76A	3297.00	3478.00
		10/01/2014	NMA	76J	3362.45	3547.09
		02/01/2015	NMA	77F	3428.36	3616.64
9002	MEDICAL CASE WORKER II	CURRENT	NM	78D	3503.91	4588.09
		12/13/2013	NM	79A	3573.00	4679.00
		10/01/2014	NM	79J	3642.82	4772.82
		02/01/2015	NM	80F	3714.91	4868.00
9019	SENIOR CLINICAL SOCIAL WORKER	CURRENT	NM	90F	4868.00	6384.64
		12/13/2013	NM	91C	4964.73	6511.36
		10/01/2014	NM	91L	5063.64	6640.82
		02/01/2015	NM	92H	5165.09	6773.45

Section 2. Step Advances

- a. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been

filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date. An employee will be eligible to promote to Medical Case Worker II when that employee meets the minimum requirements for the Medical Case Worker II position.

- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation.

The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
 - (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the

grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section.

In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX BOFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. LIGHTING

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. GLARE

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. **MAINTENANCE**

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX CEMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT**Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29

C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

SWHa

U.S. Wage and Hour Division

WHO Publication 1420 Revised January 2009

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE A"PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Ste. 100,
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320
Fax (916) 478-7329 www.dfeh.ca.gov

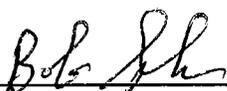
"NOTICE B"FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND
PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA- eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number
DFEH-100-21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By  _____
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By  _____
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
CHILDREN'S SOCIAL WORKERS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of
the County of Los Angeles (hereinafter
referred to as "County")

AND

SEIU, Local 721, CTW, CLC, (hereinafter
referred to as "Union").

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SIGNATURE PAGE i

ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understanding between Management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise, under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Joint Council of Social Services Union, Local 535, SEIU and Los Angeles County Employees Association, Local 660, SEIU was certified on January 22, 1973, by County's Employee Relations Commission (Employee Relations Commission File No. 27-70) as the majority representative of County employees in the Child Welfare Workers Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. On April 21, 1989, the County's Employee Relations Commission amended this certification and certified the Social Services Union, SEIU, Local 535, as the majority representative of this Unit. On August 21, 1993, the Employee Relations Commission approved the name change of this bargaining unit from Child Welfare Workers to Children's Social Workers. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007, transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU Local 660 and SEIU Local 535. Management hereby recognizes SEIU, Local 721, as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the classifications listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Management agrees to recognize SEIU, Local 721 as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and Social Services Union, Local 721 has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature

of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and

regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each

party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel, and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
 8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
 9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
 10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within

sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

- Purpose
- Recognition
- Non-Discrimination
- Implementation
- Term
- Renegotiation
- Safety and Health
- Payroll Deductions and Dues
- Authorized Agents
- Provisions of Law
- Workplace Retraining
- New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond

the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3 Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4 Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5 Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, AFL-CIO in effect during the term of this agreement shall apply to employees in this Unit, except that bargaining units 711 – Social workers, 723 – Children Social Workers and 777 – Supervising Social Workers, shall only be eligible for Choices Cafeteria Plans (Attachment A of the Coalition of County Unions Fringe MOU) during the term of this MOU.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTSSection 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign

employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDY

Section 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

- Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

- FLSA Exempt employees must request EVTO in full work day increments.

- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

- EVTO is not available to employees on any other paid or unpaid leave.

- Department Heads may continue to approve other unpaid leave of absences.

- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County,

Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its

efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC I.

Section 4.

All County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

Each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director General Manager, LACEA, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDSSection 1.

Management will furnish adequate bulletin board space to SEIU, Local 721 where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTHSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. The Union will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment and conditions, and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter in writing or verbally in case of pressing emergency to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or his representative is not satisfied with the response of the safety officer, the Union may consult with the Environmental Health Division of the Chief Administrative Office or his designate. A representative of such branch shall respond to the department head and Union within ten (10) days.

If the Union is not satisfied with the response of the Chief of the Environment Health Division, the issue may be taken within ten (10) days to arbitration as set forth in Article 35. During such ten (10) days, consultation between the department head and Union will take place.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will maintain fully-stocked first aid kits at all work facilities.

Section 3.

Management and the Union mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970, and the California Occupational Health Act of 1973.

Section 4.

The parties agree to maintain a joint departmental Union-Management Committee to develop recommendations on health and safety matters for employees in this bargaining unit. The committee will meet monthly and shall consist of designated Management representatives and one Union representative from each Region, Command Post/Hotline, Adoptions, County-wide Services and MacLaren's Children's Center. The committee may recommend training programs such as first aid, CPR training, self-defense, and street smarts. The committee will look at issues such as notification to employees of known dangerous addresses, neighborhoods, and streets. The committee will address the issue of earthquake preparedness in each office, including making advisory recommendations for the acquisition of supplies. The specific content of training programs will be determined by the joint Union-Management committee which will make recommendations for implementation to the department head.

The committee will address the use of video display terminals (VDT) and computers and the importance of a properly designed working environment to maximize employee job performance and increase operational efficiency and productivity. The committee will make recommendations based on the Department of Human Resources (DHR) Policies, Procedures and Guidelines on ergonomics issued on March 30, 1999.

Section 5.

The parties agree to form or maintain a joint Union-Management Safety and Health Committee in each office upon the request of either party. Each committee shall be composed of no more than two (2) management representatives and three (3) employee representatives from a certified employee organization.

The committees will examine health and safety issues affecting employees in this bargaining unit by office and make recommendations for implementation to the responsible management representative who has authority to implement those recommendations. Upon written request of the Union, the committees may meet monthly.

The Union may designate one lead representative in each office where a joint committee is formed. If significant health and safety issues arise between scheduled meetings, Management will make reasonable effort to communicate with the designated lead representative.

Section 6.

The lease and/or purchase of new VDT/computer equipment and accessories shall conform to Cal OSHA guidelines.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (E-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICESSection 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2 Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or

other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDSSection 1. Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who has been selected as stewards. This list shall be kept current by SEIU, Local 721.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 42 WORK SCHEDULES

Section 1.

Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days per week. Nothing herein shall be construed to modify in any manner whatsoever a work day or work week as defined by the Los Angeles County Code, Chapter 6.12.

Section 2. Workweek

The workweek for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. Normally, the workweek will consist of five 8-hour work days, Monday through Friday.

Section 3. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section 5), employees work schedules shall not be changed without notice to employee at least five (5) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without notice to the employee at least ten (10) work days prior to the date the change is to be effective.

Section 4. Alternative Work Schedules and Telecommuting

No later than January 1, 1992, Management shall implement an alternative work schedules program at each facility with employees in this bargaining unit. Except as modified below, the program at each facility shall include: 1) telecommuting, and 2) 9/80 and/or 4/40.

Management shall not be required to offer 9/80 or 4/40 to residential treatment employees at MacLaren Children's Center. Management shall not be required to offer telecommuting to employees at the Command Post, Hotline, Court liaison, or residential treatment employees at MacLaren Children's Center.

Individual employees shall be allowed to telecommute unless management determines that an individual employee could not effectively telecommute because of his/her skill, experience, or prior performance, or because the employee's assignment is incompatible with telecommuting. Employees shall be allowed to telecommute 2 days/week, except for employees who work in ER assessment or special programs or who work a 9/80 or 4/40 schedule.

Individual employees shall be allowed to work a 9/80 or 4/40 schedule, unless such an alternative schedule would conflict with legitimate operational needs. Participation in telecommuting, 9/80, or 4/40 shall be strictly voluntary.

Section 5. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

ARTICLE 43 TRAINING

Department of Children and Family Services Management will make every reasonable effort to ensure the availability of in-service training in areas that relate to the functions of the job for classes in this Unit.

Management agrees to provide whatever training it determines is necessary when hiring new employees or reassigning existing employees. New or reassigned employees will receive training from supervisors and may enroll in academy or web-based training when available.

When Children's Social Workers are assigned from continuing services to emergency services, they will be in training status for one month before being assigned a full caseload.

ARTICLE 44 CASELOADS

Section 1. Definitions

- A. Workload is the number of employee hours which represents the work effort required to successfully complete a given quantity of tasks. These employee hours may represent individual, group, Unit, district, division, or departmental employee work efforts.

- B. In the Intake categories, caseload is a number representing the quantity of new cases assigned during a report month to an individual, group, Unit, district, division, or department of employees. In the Approved categories, caseload is a number representing the quantity of cases assigned at a specified point in time to an individual, group, Unit, district, division, or department of employees.

- C. Yardstick is a number used by Management to budget employee months each fiscal year.

Section 2. Caseload Assignments

It is the intent of Management to assign caseloads equitably so that a Children's Social Worker will not have a significantly higher caseload than other workers on the same type of assignment performing similar tasks. In an effort to equitably distribute caseloads, Management will adjust Departmental staffing imbalances. A quarterly caseload analysis will be a mechanism by which caseload inequities are identified, analyzed, and plans for reallocation of staff and/or cases are developed for implementation and submitted to the

Board of Supervisors. In pursuit of this goal, staff and/or cases shall be reassigned within and between offices and regions to achieve an equitable balance. No actions based on decisions made as a result of this section will contribute to disruption of the services plan for the child or create a lack of continuity in services to the child, or endanger the child.

Section 3. Labor/Management Interest-Based Caseload/Workload Facilitation

Within ninety (90) days of a Board-approved successor MOU, an interest-based facilitator mutually agreed upon by both parties will be selected to lead a Labor/Management group in developing a plan that will change the way services to children and families are provided by DCFS with prioritized desired outcomes as follows:

- Reduce the length of time to permanence for children with the primary permanency option being reunification
- Reduce the incidence of abuse and neglect for children in our care
- Reduce reliance on out-of-home care for children that can be safely served in their home, and
- Create manageable workloads

Implementation of the plan Department-wide shall be subject to a meet and confer process on workload impact.

Within 30 days of the adoption of the terms and conditions of the 2007 reopener by the Board of Supervisors, a monthly joint Labor-Management Committee will be re-established.

This committee shall recognize DCFS' management right to determine the means, method and personnel to accomplish the department's mission. The committee therefore shall be involved, to the extent possible, with planning for the implementation of new initiatives and programs to achieve a more efficient and effective workflow process. The committee shall be comprised of one (1) Management Executive Committee Team member, management representatives (at least at the level of middle and senior management), department of labor relations representatives, employee representatives from the CSW classes, and two (2) union field representatives. Either party, at their own expense, may bring in experts to address specific committee issues. The Director, Chief Deputy Director, Senior Deputy Director and Deputy Directors may attend committee meetings as their scheduling permits. Subject to CEO approval, a designee from CEO Budget and Operations Management Division may attend. The employee representatives may attend committee meetings on release time.

The goal of the committee is to ensure that CSWs have effective caseloads and manageable workloads to provide the necessary services to children and their families. To achieve its goal the committee may develop, review and recommend revenue enhancement strategies, structural and programmatic changes, fiscal strategies and worker safety issues. Committee recommendations will be submitted to the Department Executive Committee for approval and/or implementation. The Executive Committee will

respond to all written formal recommendations within 30 days. For those committee recommendations approved by the Director which may require Board of Supervisors approval, the Director shall request in writing Board review and consideration of these during the budgetary process each fiscal year. The minutes of the each committee meeting shall be distributed to the Director and each member of the committee.

The committee initially will establish subcommittees to address key areas of concern:

- CSW workload reduction utilizing the Interest-Based Problem Solving process;
- Departmental policy implementation impacting the CSW workload.

Other subcommittees may be established to address key areas of concern as the need arises. The committee will determine the composition, duration and meeting frequency of all subcommittees.

Within 60 days of the approval of the terms and conditions of the 2007 reopener by the Board of Supervisors, DCFS will implement the interest-based problem solving process joint labor-management recommendations in accordance with the Executive Committee response dated November 1, 2007.

Section 4.

- A. Management shall fill all case carrying Children's Social Worker (CSW) positions which are justified by the following yardsticks. Management shall not be required to fill positions which exceed the average number of Department-wide yardstick-

justified, case-carrying CSW positions during the preceding six months, according to available caseload information.

Program Category	Current Yardstick	August 1, 2002	October 1, 2002	December 1, 2002
Dependency Investigation	11	10	10	10
ER-Program	30	28	27	27
ER-RAPP	27	26	25	24
FM/FR Program	38	35	34	34
FM/FR Medical Placement	27	26	25	24
Generic Asian Pacific	27	26	25	24
ER Asian Pacific				22
DI Asian Pacific				8
Stuart House	27	26	25	24
FM/FR Harbor UCLA	27	26	25	24
FM/FR USC Medical	27	26	25	24
FM/FR – High Risk	27	26	25	24
FM/FR Native American	27	26	25	24
FM/FR Intl. Foster Child	36	34	32	31
PP Program	54	49**	46**	45**
PP Adoption Dependency****	54	49**	46**	45**
Child Welfare Services) Generic	36	34***	32***	31***
Deaf Unit	24			
Intensive Services +	-	-	-	31

-Yardstick for CSW Trainees is 75% of the yardstick assigned.
Caseload Limit and Disciplinary Maximums will be adjusted accordingly.

** Reflects consideration of increased visitation for out-of-home placements.

*** Reflects PP cases in CSW files

**** Includes reduction in yardsticks, caseload limit and disciplinary maximums for CSWs assigned to the Adoptions Division (Section 4B) that have a caseload of Child, Applicant, and Parent cases.

+ It is acknowledged that the Intensive Services Worker (ISW) is a functional title of a CSW within the Child Welfare Services FM/FR Program; therefore the yardstick of an ISW will be that of the CWS FM/FR program. Provided additional funding is available, it is the department's intent to reduce this yardstick in the future.

Program Category	Caseload Limit	August 1, 2002	October 1, 2002	December 1, 2002
Dependency Investigation	13	12	12	12
ER-Program	37	35	33	33
ER-RAPP	33	32	31	30
FM/FR Program	47	43	42	42
FM/FR Medical Placement	33	32	31	30
Generic Asian Pacific	33	32	31	29
ER Asian Pacific				27
DI Asian Pacific				10
Stuart House	33	32	31	30
Harbor UCLA	33	32	31	30
USC Medical	33	32	31	30
- High Risk	33	32	31	30
Native American	33	32	31	30
FM/FR Intl. Foster Child	45	42	40	38
PP Program	67	61	57	56
Child Welfare Services (Approved FM/FR Consolidation)	45	42	40	38
Deaf Unit	30			
Intensive Services	-	-	-	38

Yardstick for CSW Trainees is 75 percent of the yardstick for the assigned category. Caseload Limit and Disciplinary Maximums will be adjusted accordingly.

- ** Reflects consideration of increased visitation for out-of-home placements.
 *** Reflects PP cases in CSW files

1. Volunteers
2. CSWs hired on or after January 1, 1995

Management will develop a form for CSWs to complete in order to volunteer for the CWS category. The form shall specify the yardstick and caseload limit, including weighing of PP cases, and will notify volunteers of their ineligibility for future reassignment to the separate FM&R and PP categories. Volunteers and CSWs hired on or after January 1, 1995, are ineligible for future reassignment to the separate FM&R and PP categories except at the discretion of management based on operational and staffing needs.

Any FM case over 12 months will not be included in budgeted caseload or static yardsticks.

FM cases over twelve months which have been terminated by a Court shall not be counted in the caseload maximum requirements within the meaning of Article 18, Section 4B (CAP).

Management shall fill all budgeted case-carrying Children's Social Worker positions in Adoptions:

Adoptions Static Positions 111 (1994/95)

The number of static positions will increase or decrease in 1995/96 and subsequent years, based upon State funding.

Management shall ensure that the number of CSWs scheduled to work at the Child Abuse Hotline on specific days are available to answer calls to the Hotline.

On a monthly basis, regional administrators and deputy regional administrators will review the on-hand caseloads of Dependency Investigators by consulting a regular CAMS Report. Regional managers will consider this information in assigning cases to Dependency Investigators.

Only those Children's Social Workers who are servicing a caseload in one of the above categories as their primary assignment may be counted as filing a yardstick justified Children's Social Worker position.

If compliance with this provision, or with the provisions of Section 4B would cause the Department of Children and Family Services to exceed its annual budget, the Director of Children and Family Services shall notify the Board of Supervisors, and the Chief Administrative Officer. The Board of Supervisors, acting in its legislative capacity, shall then:

- (1) Augment the Department of Children and Family Services budget to allow compliance with this provision; or

- (2) Instruct the Director of Children and Family Services to cut costs elsewhere in the department to allow compliance with this provision; or
- (3) Instruct the Director of Children and Family Services not to fill a specific number of justified Children's Social Worker positions for a specified period of time.

Nothing herein shall restrict the application of the Management Rights Article, nor preclude the Board of Supervisors from instructing the Director of Children and Family Services to layoff, reduce or reassign employees to prevent the Department of Children and Family Services from exceeding its annual budget.

At least fifteen (15) business days before the Board of Supervisors takes one of the above legislative actions, the Director of Children and Family Services shall notify the Union of his projection that compliance with this provision would cause the Department of Children and Family Services to exceed its annual budget. Within five (5) business days of this notification, the Department of Children and Family Services Management shall meet with the Union to disclose and discuss all information and provide copies of all documentation on which this projection is based.

Any change in the above yardsticks or creation of new categories is subject to negotiations prior to implementation. If an agreement is not reached within 60 days from the commencement of negotiations, there shall be an automatic impasse.

If a grievance regarding this section is not settled prior to arbitration, the Union has the unilateral right to submit the grievance to expedited arbitration as described in Article 36 of the Agreement. In such an expedited arbitration, either party may be represented by counsel.

- B. The caseload limit for CSWs is set forth in Section 4A. Management shall ensure that there is a system in place for monitoring each CSW's individual caseload and for assigning new cases to assure equitable distribution of cases up to the caseload limit. Management will provide a weekly copy of the CAMS report (Daily Case Count Control Log) to a designated Union representative assigned to each office where CSW caseloads appear on CAMS. During the last 10 business days of each month, Management will provide this report on a daily basis.

In Adoptions, Management shall assign up to the following number of cases in each category:

Applicant/Child	56
Parent	56

For purposes of this paragraph, individual cases shall be weighted as follows:

Child	1.0
Applicant	1.0
Parent	1.0

No Children's Social Worker may reject a case assigned to him or her. Caseload limits ensure that individual workers can make more deliberate efforts to ensure

child protection and timely placement of children requiring out-of-home care into permanent homes.

Deliberate efforts are demonstrated by actions taken consistent with the outcome set forth in Section 4.C.

If the caseload of a CSW exceeds the yardstick for the employee's program category, or 50 cases**** (weighted) in Adoptions, the appropriate Assistant Regional Administrator (ARA) shall be notified. The ARA, in conjunction with the SCSW, shall take action to prevent the employee's caseload from exceeding the caseload limit.

The ARA shall direct the supervisor(s) to analyze the nature and distribution of the cases within their workers' caseloads, and determine if any of the cases should be appropriately transferred or closed.

No actions based on decisions made by supervisors or management, as a result of this section will contribute to disruption of the services plan for the child or create a lack of continuity in services to the child, or endanger the child.

For approved and mixed intake/approved functions, if the caseload of a Children's Social Worker exceeds the caseload limit, the responsible ARA shall be notified, by the Assignment Desk, and shall review with the SCSW(s), the current status of the

individual worker's and the unit's caseload. If any CSW's caseload remains over the caseload limit for 20 business days, the ARA shall initiate a formal resolution process, within five (5) business days.

For intake functions, if the caseload of a Children's Social Worker exceeds the caseload limit, Management shall not assign any new cases to that worker through the end of that month or until all workers in that intake function within that office have reached the caseload limit. Bilingual CSWs may be assigned new cases when all CSWs who are bilingual in the same language have reached the caseload limit. As an exception to the above, cases may be assigned to intake function CSWs already at the caseload limit to avoid the over assignment of cases to CSWs who are or have been away from work on an approved leave for five (5) or more consecutive work days during a calendar month. If the caseload of a CSW exceeds the caseload limit for a second consecutive month, the responsible ARA shall be notified by the Assignment Desk, and the ARA shall initiate a formal resolution process within five (5) business days.

The ARA will initiate formal resolution by notification to the Regional Administrator. The Regional Administrator, upon such notification, shall within ten (10) business days, take necessary actions to adjust the caseload for the CSW.

If the Regional Administrator is unable to adjust the caseload, the Regional Administrator will immediately notify the Deputy Director. The Deputy Director, upon

consultation with the Director, shall within fifteen (15) business days, take necessary actions to adjust the caseload for the CSW.

If the Deputy Director is unable to adjust the caseload, the Director of the Department of Children and Family Services, shall notify the Board of Supervisors and the Chief Administrative Officer pursuant to Section 4.A.

- C. DCFS management agrees to continue efforts to maintain caseloads at the level existing on June 30, 2009. However, conditions beyond the control of the department may make it impossible to continue at this level. In that case, caseload language in the 2006-09 MOU will prevail.

- D. The Department has developed the following desirable outcomes for children and families as a means to provide direction to CSWs and other Departmental employees:
 - 1. Eliminate child deaths as a result of child abuse or neglect while the child is being served by the Department.

 - 2. Minimize neglect or abuse in placements, including placements with relatives.

3. Minimize repeat neglect or abuse in the home of children who are being served by the Department.
4. Minimize repeat neglect or abuse in the home for siblings of children known to the system.
5. Minimize the number of children inappropriately removed from parent's homes and placed in out-of-home care.
6. Maximize the number of families receiving family preservation services, including day care.
7. Maximize the number of children who are reunified with their families.
8. Minimize the number of instances where a child's reunification with their family fails.
9. Maximize the number of children placed in close proximity to their families.
10. Minimize the number of school changes as a result of placement changes.
11. Maximize the placement of children with foster parents of the same race and cultural heritage.

12. Minimize the number of sibling separations when children are placed in out-of-home care.
13. Maximize the number of children appropriately identified for adoptive screening.
14. Maximize the number of children referred and accepted for adoption services.
15. Maximize the number of children appropriately placed in adoptive homes.
16. Maximize the number of children whose adoptive placement is successfully finalized.
17. Minimize the number of failed adoptions for children served by the Department.
18. Maximize the utilization of voluntary child welfare agencies for support services, including child care services and community-based organizations in providing the most appropriate services for children.

19. Maximize the number of youths in the system age 16 years and over who are provided with education and employment opportunities to enable successful emancipation and transition to adulthood.

Section 5.

Management shall not take disciplinary action including, but not limited to, suspension, reduction, or discharge, or prepare any written grams, warnings, or reprimands or make negative reference on performance evaluations due to inadvertent errors, or due to the employee's inability to complete all the tasks associated with the employee's assigned cases, if such errors or omissions occur when the employee's caseload exceeds the Monthly Maximum Caseload for Discipline Purposes of the category to which he is assigned, as specified in this section. Nothing herein shall be construed to limit Management's authority to determine the priorities of an employee's case tasks.

DCFS management agrees to make reasonable efforts to complete internal affairs investigations that do not involve outside agencies within one year of the date the investigation was initiated. "Initiation date" is defined as the date the matter was referred to DCFS Internal Affairs. If management is unable to complete the investigation within that time frame, it will not preclude possible disciplinary action.

Program Category	Monthly Maximum for Discipline Purposes	August 1, 2002	October 1, 2002	December 1, 2002
Family Maintenance/ Reunification (Approved)	39	36	35	35
Permanency Planning (Approved)	50	45**	42**	41**
Emergency Response (Intake)	30	28	27	27
ER Asian Pacific				22
Dependency Investigation (Intake)	11	10	10	10
DI Asian Pacific				8
Child Welfare Services (Approved)	36	34***	32***	31***
Generic Asian Pacific				24
All Intake/Approved	27	26	25	24
Child Abuse Hotline (Intake)	170	170	170	170
Child Sex Abuse (Approved)	13	13	13	13
Detention Control (Intake)	128	128	128	128
Desk Officer (Intake)	578	578	578	578
Applicant/Child (Approved)	48	46	44	43
Parent (Approved)	48	46	44	43
Independent (Intake)	10	10	10	10
Step Parent (Intake)	10	10	10	10
Post-Adoption (Intake)	22	22	22	22
Intensive Services +	-	-	-	31

Yardstick for CSW Trainees is 75% of the yardstick assigned.

Caseload Limit and Disciplinary Maximums will be adjusted accordingly.

** Reflects consideration of increased visitation for out-of-home placements.

*** Reflects PP cases in CSW files

Section 6. External Change

When major changes in workload result from Federal or State legislative/regulatory changes, Management will implement such changes. It is Management's intent to notify the Union of such changes prior to implementation. In the event that Management cannot

inform the Union prior to implementation, Management will ensure that the Union is advised within 30 days after Management is notified of such changes. At the time when Management notifies the Union, Management will make available to the Union, copies of the Federal or State legislation/regulations which necessitate revision in the caseload. If the Union wishes to negotiate with Management regarding the caseload of the employees affected by such implementation, the Union shall notify Management's authorized agent within five (5) working days from the receipt of such notice.

Section 7. Internal Change

- A. Management will meet and consult with the Union prior to conducting Management work systems and/or measurement studies to discuss methodology, offices to be studied, and target dates.

- B. The Union may request a review of the raw data resulting from the study within five (5) days from receipt of notice from Management that the study is completed. If such review is requested, Management will designate a time, place and date for one (1) Union official and two (2) employees to review the raw data.

- C. Management will continue to meet and confer with the Union regarding the impact of implementing CWS/CMS on wages, hours and other terms and conditions of employment.

- D. The parties agree to meet and confer, upon the Union's written request, if the State conducts a yardstick study which results in a change of yardsticks.

Section 8. Legislative Activity

The Union and Department of Children and Family Services shall work together on mutually agreed to legislation to obtain additional funds from the State to enhance child protective services. The parties agree to meet quarterly and regularly exchange information on their lobbying efforts.

The Department of Children and Family Services and Local 535, SEIU, in conjunction with Chief Administrative Office (CAO) Management, will develop and implement a coordinated plan to have the California Department of Social Services conduct a State-wide Work Measurement Yardstick Study of Child Welfare Services Programs (ER, FM, FR, and PP).

Section 9.

Effective January 1, 1995, Children's Social Workers regularly assigned to evening and night shift duty at the Emergency Response Command Post (ERCP) shall receive a monthly recruitment and retention bonus of one-hundred and fifty dollars (\$150). The recruitment and retention bonus is separate from the current evening and night shift differential pay currently received by CSWs assigned to the evening and night shift at the ERCP.

Section 10:

The Union hereby recognizes the following as the mission of the County of Los Angeles Department of Children's Services.

The County of Los Angeles Department of Children's Services is the public agency with the duties to establish, manage and advocate a system of services which ensures that:

1. Children are safe from abuse, neglect and exploitation.
2. Families who can provide a safe environment for children are strengthened.
3. Children whose families are unable to provide a safe environment are provided temporary homes which support optimum growth and development.
4. Children in temporary homes receive safe, secure and nurturing permanent homes in a timely manner.
5. Youth who reach adulthood under our care are provided the opportunity to succeed.

This section shall not be subject to arbitration.

Section 11. Deaf Services

The Department of Children and Family Services agrees to conduct within three months of the MOU's execution a feasibility study for a pilot program on the implementation of CSW function specific caseload assignments for the Deaf Services Unit following the yardstick and disciplinary maximum numbers for the Asian Pacific Unit. If the data supports a pilot program, a pilot program will be implemented within six months of the MOU's execution.

ARTICLE 45 POSTING OF NOTICES

Notice of Civil Service examinations will be posted by Management within ten (10) days after receipt of such notices, on a bulletin board or boards designated expressly for this purpose.

Notice of Departmental examinations will be posted at least ten (10) business days prior to the opening of the filing period for the examination on a bulletin board or boards at each worksite designated expressly for this purpose.

Management shall provide the Union with copies of examination notices at the time of posting for classifications in this bargaining Unit and for the classification of Supervising Children's Social Worker.

For a specialized assignment for classifications in this or the SCSW Bargaining Unit in a unit, office, division or bureau, Management shall post a notice of such position in each worksite at least ten (10) business days prior to the application deadline.

ARTICLE 46 REPRESENTATION IN COURT

Upon request of any employee, the County, in accordance with the provisions of the California Government Code, will provide for the defense of any civil action or proceeding brought against the employee on account of an act or omission in the scope of his/her employment as an employee of the County, and will pay any judgment rendered against the employee.

ARTICLE 47 AFFIRMATIVE ACTION

The Department of Children's Services shall convene a Departmental Affirmative Action Committee, composed of Management representatives and a total of seven (7) employee representatives with no more than five (5) employee representatives from any employee organization.

The committee's responsibilities shall include, but not be limited to the following:

1. Monitoring of compliance with the DCS Affirmative Action Plan.
2. Consultation with the DCS representatives responsible for the development of future DCS Affirmative Action Plans; and
3. Development of a program to promote cultural awareness among DCS employees with the goal of enhancing communication among DCS employees and between DCS employees and their clients.

All recommendations that are mutually agreed to by the Management and employee representatives shall be implemented by the department.

ARTICLE 48 REIMBURSEMENT

When a Children’s Social Worker is out of the office and a meal coupon is not obtained, management shall reimburse Children’s Social Workers for the purchase of meals for children for which they have responsibility.

Children’s Social Workers shall submit a receipt in order to obtain reimbursement for meals purchased.

The reimbursement rate for each child and per each meal shall not exceed the following:

- a) Breakfast \$ 12.50
- b) Lunch \$ 16.50
- c) Dinner \$ 40.74

The department may consider requests for reimbursement that exceed these rates and will, in its discretion, grant such requests to address extraordinary situations.

ARTICLE 49 EMPLOYEE IDENTIFICATION

Management agrees to provide employees covered by this Memorandum of Understanding with personalized business cards and formal identification cards within 90 days of the implementation of this Memorandum of Understanding.

ARTICLE 50 INTRADEPARTMENTAL WEBSITE/REFERENCE MATERIALSSection 1.

During the term of this agreement, management will provide Children's Social Workers limited internet use through its website, LA Kids, to access publicly available sites for reference materials, social work publications, and other materials, to assist Children's Social Workers in the delivery of child welfare services.

Section 2.

Within thirty (30) days of signing of the Memorandum of Understanding, the parties agree to convene a Joint Labor/Management Committee to review, identify, and select internet sites to be made available on LA Kids. The Joint Labor/Management Committee will consist of four (4) management representatives and four (4) employee representatives selected by Local 721. The Committee will meet as necessary, but not more than twice monthly.

Section 3.

Effective with the implementation of this Memorandum of Understanding, Management will obtain and make available hard copies for each district office and Children's Social Workers as follows:

For Each District Office:

Thomas Guide Map Book: San Bernardino/Riverside and Santa Barbara/Ventura

Physician's Desk Reference

California Laws Pertaining to Youthful Offenders

American Public Welfare Directory

Medical Dictionary

Zip Code Directory

California Zip Code Directory

Directory for all Prisons in California (copy)

Los Angeles Public Schools Directory

County Telephone Directory

Thomas Guide Map Book for Los Angeles County

Penal Code Index

Welfare Institutions Code relating to Youthful Offenders

Diagnostic Statistical Manual (DSM IV)

County Personnel Administration Handbook

DCFS Personnel Manual

Departmental policies and procedures

For Each Children's Social Worker:

Los Angeles/Orange County Thomas Guide Map Book

Upon request, employees frequently traveling to a neighboring county will be provided a Thomas Guide Map Book for that county.

For Each Unit:

Departmental policies and procedures (complete and updated)

Section 4.

Prior to separation from County service, or transferring from the Department of Children and Family Services to another department, employees who have received a Thomas Guide Map Book, or other hard copy materials, shall return them to the Office Head or responsible management representative.

ARTICLE 51 CONTINUING EDUCATION

Management recognizes the advantage of continued education for employees in this Unit, and will give consideration to employee requests for participation in available work related conferences, workshops, seminars or symposiums on paid County time.

Management will distribute as equitably as possible among all employees in this specific job assignment, paid County time to participate in such educational opportunities.

Section 1. Educational Leave

Employees in this Unit may request educational leave without pay in accordance with departmental policies and Civil Service Rules to pursue a Master's Degree in Social Work, Counseling, Psychology, Marriage and Family Therapy, or other related field deemed appropriate by Management.

Section 2. Licensure

All employees who have competent performance evaluations on file or who have not yet received a departmental performance evaluation may apply for participation in a departmental program of LCSW or LMFT licensure supervision. Upon acceptance into the program, CSWs will be given up to 4 hours per week County time to receive supervision.

Employees who receive or provide licensure supervision shall not have any corresponding reduction in caseload assignment or caseload limit.

Effective October 1, 1998, employees who provide licensure supervision for one or more CSWs or SCSWs shall receive the following:

- \$12.50 per pay period (\$25.00 monthly) stipend for a weekly average of at least 1 hour of licensure supervision.
- \$25.00 per pay period (\$50.00 monthly) stipend for a weekly average of at least 2 hours of licensure supervision.
- \$37.50 per pay period (\$75.00 monthly) stipend for a weekly average of at least 3 hours of licensure supervision.
- \$50.00 per pay period (\$100.00 monthly) stipend for a weekly average of at least 4 hours of licensure supervision.

The total budgetary allocation for employees providing licensure supervision shall be \$135,000 in each of the following Fiscal Years: Fiscal Year 2014-2015 and Fiscal Year 2015-2016..

Management will work with NASW, CAMFT and other agencies toward recruiting volunteers to provide licensure supervision.

Management will work with NASW and CAMFT toward establishment of a review and preparation course to assist staff in preparing for licensure exams.

Section 3.

Effective February 1, 1995, Department of Children and Family Services will implement its policy on CSW Self-Directed Training. The allocation of funds for CSW Self-Directed Training in subsequent fiscal years after 2000-2001 will depend on departmental fiscal and budgetary constraints.

ARTICLE 52 TRANSFERSSection 1. Definitions – DCFS

For the purposes of this article a transfer is a change in office location other than to a sub-office. A sub-office is defined as a work location that has the same Office Head as another office.

Section 2. Voluntary Transfer – DCFS

Employees requesting a transfer from one office to another, within the Department, shall submit a written request to the Department's Personnel Officer. The request will include the employee's continuous service date and certified bilingual skills, if any. A copy of the request will be given to the employee's office head to serve as notice that the employee wishes to transfer to another office. Requests to transfer will be considered if the following criteria are met: (1) the employee has one year tenure in the office – except for new employees hired on or after the implementation of this MOU, who must have two years of tenure - from which he/she is requesting to transfer; (2) the employee has a competent or better rating on the latest performance evaluation; Employees for whom disciplinary action has been forwarded to the HR Performance Management Section for consideration shall not be considered for transfer until the disciplinary issue has been resolved. Such employee will maintain his/her date of receipt and place in the databases, and (3) the employee has completed probation. Employees on leave of absence will not be considered for transfer until the employee has returned to work. Such employee will maintain her/his date of receipt and place in the database. The exception will be in those cases where the employee is on approved Family or Medical Leave when the transfer is

considered. Transfer requests will be considered for two years until the employee is transferred or the request is withdrawn, in writing, by the employee. When management determines that a transfer request will expire within thirty (30) days, management will notify the employee in writing of the pending expiration. If the employee wishes to remain on the transfer list the employee must notify the Personnel Officer in writing of this, which will allow them to remain on the transfer list for an additional two years. If the employee does not respond, their name will expire from the list.

If the employee does not meet the above transfer criteria, or ceases to meet these criteria while the request is pending, a copy of the transfer request will be returned to the employee by the Personnel Officer with the reason for denial. If the employee meets the transfer criteria, the Departmental Personnel Office will confirm in writing receipt of the employee's transfer request. The confirmation shall state that the request will be valid for 2 years from receipt by the Personnel Office.

Transfers will occur in those months when the department is hiring, according to the following procedure:

1. Current transfer requests will be reviewed.
2. Transfers will be granted to offices where vacancies exist, Employees will not be allowed to transfer out of an office once ten percent (10%) of the staff justified each January have transferred out of the office in a calendar year.

Management will not assign newly hired employees into an office for which a transfer request is pending, unless the only transfer requests pending are from offices where more than ten (10%) of the staff has transferred within the calendar year.

In addition to the procedure set forth in the above paragraph, Management will match transfer requests each June.

Management will maintain a list of pending transfer requests which will include the date which each employee's request for transfer was received by the Personnel Officer, each employee's Department service date and the employee's certified bilingual skills, if any. Management will transfer employees based upon the dates that employee's request for transfer were received by the Personnel Officer with those employees whose requests were received first being transferred first, except when bilingual needs and/or extreme hardship cases exist. In the event two or more transfers are received on the same date, management will rank employees for transfer by Department seniority. Bilingual employees will not be prevented from transferring if the office from which they are requesting a transfer has no bilingual vacancies. Employees who have an extreme hardship will be transferred ahead of employees with more Department seniority. Extreme hardship is defined as a substantial involuntary change in an employee's life circumstances. Employees who have an extreme hardship are exempt from the requirement of working one year in the current office.

Employees will be notified of an impending transfer electronically in writing. If the employee no longer wishes to transfer, he/she must notify the department electronically in writing within five (5) business days. If the employee notifies the department within the allotted time that he/she no longer wishes to be transferred, the transfer will not occur. Failure to respond electronically in writing within the time allotted will be considered as an agreement to transfer, and the transfer will be finalized.

It is understood that this section does not modify Management's right to promote an eligible employee who is working in the office where the vacancy occurs.

Management will provide the Union with a report of granted transfer requests for each month that any transfers are granted, and a quarterly report of all pending requests, which shall include the date the request was received by the Personnel Office, each employee's Department seniority date and identify which employees have an extreme hardship and which employees have certified bilingual skills.

Section 3. Involuntary Transfers – DCFS

A. Transfer of Staff:

1. Voluntary requests should be reviewed and honored first. Voluntary requests for specialized functions will be reviewed and honored. For functions requiring a special proficiency or degree, the volunteer must possess that proficiency or degree.

2. The Office Head should request volunteers if an insufficient number of requests are on file.
3. If there are not enough volunteers, involuntary transfers will be made by inverse County seniority within the transferring office.
4. Employees who are to be transferred will receive a written notice ten (10) business days prior to the involuntary transfer date.

B. Employees exempt from involuntary transfers are:

1. Employees on probation or improvement needed.
2. A bilingual worker, if the need for a bilingual worker does not exist in the new office.
3. Employees involuntarily transferred within the past six months.

Section 4. Stewards

Management shall not transfer a steward who objects to the transfer, if there is any other employee in same classification who meets the specific qualifications of the vacancy.

ARTICLE 53 OVERTIMESection 1. Compensation

For all employees in the unit, for the term of this agreement, the County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave, and vacation pay. Hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1 1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

An employee may elect compensatory time off, in lieu of pay, at a rate of one and one-half (1 1/2) hours for each hour of overtime to a maximum of 54 hours worked. The employee may exercise this option when the employee works overtime. Management shall not decide to order or authorize overtime based on an employee's choice of pay or compensatory time off.

If an employee has 81 hours of accumulated compensatory overtime on the books, the employee shall not elect to choose any additional overtime at compensatory time off in lieu of pay.

Section 2. Usage of Compensatory Time

- A. An employee shall not be directed by management to take compensatory time off without at least ten (10) business days prior notice nor be denied a timely request to carry over. Requests for time off will be approved based on the needs of the service as determined by management.

- B. Effective with the implementation date of the September 30, 1994, MOU, with prior approval of management, new accumulated compensatory time off not used during the calendar year in which it is earned, may be carried over for up to two years not to exceed 81 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

- C. Compensatory time off earned prior to implementation of the September 30, 1994, MOU can only be taken off at the straight time rate and be carried over to the end of the following year. Any compensatory time off not taken by the end of the calendar year following the year it was earned will be paid at the straight time rate rather than lost.

Section 3. Overtime Deferral

Notwithstanding any other provisions of this Memorandum of Understanding, on or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request

and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

Section 4. Assignment of Overtime

Management shall assign and approve all overtime based on the needs of the service. In the assignment of overtime, management will consider tasks requiring an inordinate amount of time, including but not limited to, court appearances, placements and computer problems.

ARTICLE 54 SPECIAL PAY PRACTICES

Section 1. Night Shift Differential

Evening shift employees shall receive a premium of ninety cents (\$.90) per hour; effective July 1, 1992, the rate will be one dollar (\$1.00) per hour. The evening shift is a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m.

Night shift employees shall receive a premium of ninety cents (\$.90) per hour; effective July 1, 1992, the rate will be one dollar (\$1.00) per hour. The night shift is a shift at least five-eighths of which falls between the hours of 9:00 p.m. and 8:00 a.m.

Section 2. Call-Back

Whenever an employee is unexpectedly ordered by his Department Head or designated Management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 8, Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 3. Standby Pay

Employees required by Management to remain available to return to work, at any time during specified hours outside their normal working hours, are eligible to receive \$.55 per hour while on stand-by but not more than \$100.00 per month.

No additional compensation for stand-by status shall be made since the employee placed on stand-by status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Section 4.

Effective October 1, 1992, each member of the bargaining unit who is certified by the County as proficient in a language other than English and who is using this skill on a bilingual caseload shall receive an additional bonus of \$70.00 per month. This is in addition to any bilingual bonus monies agreed to in the Fringe Benefits MOU.

Section 5.

During the first 15 - 30 days of the agreement, a joint labor-management committee of three (3) management and three (3) union representatives will meet to devise strategies for localized and focused recruitment of CSWs in the Lancaster Offices to fill vacant positions.

The committee will present its list of strategies to the Director for consideration.

Section 7 Longevity Bonuses

Upon approval of the Board of Supervisors and implementation of this Memorandum of Understanding, members of this bargaining unit shall receive Longevity Pay in accordance with the following implementation schedule:

10/1/06	2%	(8 levels)	after completion of 19 years of service
04/1/07	2%	(8 levels)	after completion of 24 years of service
10/1/07	2%	(8 levels)	after completion of 29 years of service

Longevity Pay is cumulative and shall constitute a base rate.

ARTICLE 55 SALARIES

Section 1. Recommended Salary Adjustment

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

- A. Effective July 1, 1994, Children's Social Worker III shall become the journey level classification in the Children's Social Worker series.

The Department agrees to conduct an on-going departmental promotional examination for Children's Social Worker III. Applicants will be considered for promotion when certified training requirements in Paragraph E and the following conditions are met:

1. CSW IIs must file an application for the CSW III promotional examination.
2. Applicants must be within six months of meeting the minimum requirements for the CSW III class at the time of filing the application.
3. Applicants must have a competent or better performance evaluation on file. Subject to applicable Civil Service Rules, CSW II's who satisfy the above requirements will routinely progress to the journey level classification of CSW III.

Nothing in this paragraph is intended to modify the current practice regarding the promotion of employees in the Adoptions Division from the classification of CSW II to CSW III.

- B. Effective July 1, 1994, the parties agree to add a Sixth (6) standard salary step (2 salary schedules) to the Children's Social Worker III salary range.
- C. Effective October 1, 1995, the parties agree to add a Seventh (7th) standard salary Step (2 salary schedules) to the CSW III salary range.
- D. CSW III advancement to Step 6 and 7 will require 12 months at the preceding step.

E. Certified Training Requirement

Effective October 1, 2000, advancement from CSW II to the class of CSW III shall require completion of 40 hours of certified in-service training, not to include any new hire orientation training. The completion of certified in-service training is subject to the following conditions:

- 1) Management shall offer sufficient in-service training opportunities for CSW II's to complete the training necessary to advance from CSW II to the class of CSW III.

- 2) Management shall offer a significant portion of this training at locations within each region where CSW IIs are assigned.
- 3) In-service training includes departmental training sessions and departmental approved training via video tape.
- 4) Job related outside training will satisfy an employee's training requirement if approved by management.

If management fails to comply with these conditions, affected employees who have a competent or better performance evaluation will advance to the next step independently of their satisfaction of the training requirement.

NO	CLASSIFICATION	DATE	NOTE	SCH	RATE	RATE
9071	CHILDREN'S SOCIAL WORKER I	CURRENT		77H	3444.91	4271.18
		12/13/2013		78E	3512.55	4356.27
		10/01/2014		79B	3581.73	4443.09
		02/01/2015		79K	3651.55	4531.82
9072	CHILDREN'S SOCIAL WORKER II	CURRENT		83F	4026.55	5001.82
		12/13/2013		84C	4106.36	5101.45
		10/01/2014		84L	4187.82	5203.27
		02/01/2015		85H	4271.18	5307.00
9073	CHILDREN'S SOCIAL WORKER III	CURRENT	NR	86J	4399.55	6431.82
		12/13/2013	NR	87F	4487.45	6559.91
		10/01/2014	NR	88C	4576.73	6690.27
		02/01/2015	NR	88L	4667.64	6823.36
9070	CHILDREN'S SOCIAL WORKER TRAINEE	CURRENT		71H	2934.00	3634.09
		12/13/2013		72E	2991.45	3705.73
		10/01/2014		73B	3050.45	3779.27

Section 2. Step Advance

- a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- b. If no performance review is filed as defined in paragraph a, above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a, above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
 - (1) Where no Performance Evaluation has been issued in accordance with Paragraph b, above, the employee may file a grievance with the Department

of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluation which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step

advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

ARTICLE 56

EDUCATION-BASED DISCIPLINE

The Department shall offer Educational Based Discipline (EBD) to employees where applicable and as outlined in the EBD program guidelines. Participation in the program is strictly voluntary.

ARTICLE 57CASELOAD ACCOUNTABILITY PANEL

Recognizing that the department's goals of improved child safety and increased child and family well-being are optimally achieved with manageable caseloads that allow Children's Social Workers to act in the best interest of every child and family they serve, a caseload accountability system will be adopted as follows:

Section 1Caseload Goals

Caseload goals based on the department's hiring plan will be established by a Caseload Accountability Panel (see Section 2). Caseload goals are benchmarks that represent the projected number of cases to be assigned to an individual CSW. Caseload goals are expected to be lower than the yardsticks delineated in Article 44. If this is not accomplished by October 1, 2014, SEIU, Local 721 will have the right to reopen Article 44 and this article. In the case of a reopener, Article 21 will be suspended.

Section 2Caseload Accountability Panel

Within thirty (30) days of Board approval of this agreement, a Caseload Accountability Panel will be established. The panel will be composed of five labor representatives selected by the Union, five management representatives selected by the County, and a facilitator jointly selected by the Union and management. The facilitator will be used throughout the life of the MOU unless the panel unanimously agrees to suspend use of the facilitator. At least one management representative will be from the Department of Children and Family Services' Executive Committee. The panel may include subject

matters experts from outside the department. The panel will be co-chaired by one labor and one management representative. The panel will meet monthly to:

- Review caseload data
- Set and adjust caseload goals (see Section 1)
- Prepare reports for the department and/or CEO, with the director acknowledging receipt of all reports
- Activate caseload support systems when needed (see Section 3).

In addition, the panel may address issues of ghost-counts and zero counts on vertical cases, issue workload standards for non-case-carrying workers (courts, wrap-around, etc.), study the feasibility of time limits on IAs, monitor the feasibility study regarding moving the deaf unit away from a vertical model, and other caseload-related issues.

Section 3 Caseload Support Systems

If caseload reports identify worker(s) whose caseloads exceed caseload goals for two consecutive months, the panel will recommend activation of caseload support systems intended to provide caseload relief, including but not limited to:

- Reassignment of excess cases within a supervisory unit
- Reassignment of excess cases within a SPA
- Reassignment of excess cases to back-up units, if so established.

ARTICLE 58MOBILE WORKERS

Participation in the Mobile Worker Program will be available to eligible employees in this bargaining unit who comply with the program guidelines. Program guidelines include, but are not limited to, the individual employee's performance and attendance record, demonstrated ability to work independently, the security of the mobile work environment, and the suitability of the assignment for mobile work. Participation in this program will be voluntary and considered on a case by case basis as approved by the Department Head and can be terminated any time by either management or the participating employee. This program is a pilot and will be re-evaluated for continuation and may be subject to sunset at the end of this contract term September 30, 2015.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX B

OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. LIGHTING

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. GLARE

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. **MAINTENANCE**

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX C

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

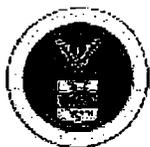
Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29

C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

SWHa
U.S. Wage and Hour Division

2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov



"NOTICE A"

PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Ste. 100,
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320 Fax
(916) 478-7329 www.dfeh.ca.gov

"NOTICE B"FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND
PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

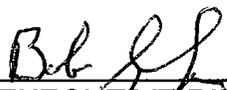
Employer's Contact Person at Employer's Telephone Number

DFEH-100-21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By  _____
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

By  _____
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISORY PROFESSIONAL SOCIAL WORKERS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management")
of the County of Los Angeles (hereinafter
referred to as "County")

AND

American Federation of State, County and
Municipal Employees (hereinafter referred
to as AFSCME or Union or Local 3511).

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, AFSCME, Local 3511 was certified on August 21, 1987, by the County Employee Relations Commission (Employee Relations Commission File No. 32-71) as the majority representative of County employees in the Supervisory Professional Social Workers Representation Unit (hereinafter "unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes AFSCME, Local 3511 as the certified majority representative of the employees in said unit.

The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit as listed in the respective salary article as well as such classes as may be added hereafter by the Employee Relations Commission.

Members of Unit 724, not to exceed a total of six (6) whom, upon request of the Unit, are excused from their regular assignment for the purpose of attending and/or participating in negotiating sessions shall suffer no loss of regular pay. Time lost from regularly scheduled work and spent in negotiations shall be computed as time worked for payroll purposes.

ARTICLE 2 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of the AFSCME, Local 3511 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employed covered hereby without favor or discrimination because of race, color, gender, sexual orientation, age, national origin, political or religious opinions or affiliations, handicapped status, or other non-merit factors as defined by Civil Service Rule 25.

No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;

- B. Enacts necessary amendments to all County ordinances, including the County's Salary Ordinance, Ordinance No. 6222, required to implement the full provisions of Articles and

- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date of ratification by the Board of Supervisors.

If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 5 RENEGOTIATION

Section 1 Calendar for Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 1 through May 31, 2015, its written request to commence negotiations as well as its full and entire written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt or June 1, 2015 whichever is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2015, unless the parties mutually agree to continue negotiations.

ARTICLE 6 SALARIES

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9041	ASST CHIEF, PSYCHIATRIC SOCIAL WORK	CURRENT	NMW	96D	5699.55	7892.64
		10/01/2013	NMW	97A	5813.00	8049.00
		10/01/2014	NMW	97J	5929.36	8209.73
		04/01/2015	NMW	98F	6047.55	8373.18
9014	CLINICAL SOCIAL WORK SUPERVISOR I	CURRENT	N3M	92G	5742.09	6756.82
		10/01/2013	N3M	93D	5856.64	6891.27
		10/01/2014	N3M	94A	5973.00	7028.00
		04/01/2015	N3M	94J	6092.27	7168.36
9015	CLINICAL SOCIAL WORK SUPERVISOR II	CURRENT	N3M	94G	6062.45	7133.27
		10/01/2013	N3M	95D	6183.09	7275.27
		10/01/2014	N3M	96A	6306.00	7420.00
		04/01/2015	N3M	96J	6431.82	7568.36
9040	HEAD PSYCHIATRIC SOCIAL WORKER	CURRENT	NMW	94C	5385.73	7457.09
		10/01/2013	NMW	94L	5492.64	7605.45
		10/01/2014	NMW	95H	5602.09	7757.64
		04/01/2015	NMW	96E	5713.73	7912.18
9038	MENTAL HEALTH CLINICAL SUPERVISOR	CURRENT	N3MW	92C	5685.36	7063.09
		10/01/2013	N3MW	92L	5798.82	7203.45
		10/01/2014	N3MW	93H	5914.82	7347.64
		04/01/2015	N3MW	94E	6032.64	7494.18
9132	STAFF DEVELOPMENT SPEC, SOC WORK	CURRENT	N3M	88A	5076.00	5973.00
		10/01/2013	N3M	88J	5177.82	6092.27
		10/01/2014	N3M	89F	5281.00	6213.82
		04/01/2015	N3M	90C	5385.73	6337.45

The County agrees to reopen the salary related articles of the MOU if any bargaining unit in the County receives a higher general pay increase during the 2013-15 term of this MOU.

Effective March 1, 1999, whenever any person employed as a Mental Health Clinical Supervisor (Item No. 9038), Asst Chief, Psychiatric Social Work (Item No. 9041) or Head Psychiatric Social Worker (Item No. 9040) has been on the top step of the established salary range for Supervising Psychiatric Social Worker (Item No. 9038), Asst Chief, Psychiatric Social Work (Item No. 9041) or Head Psychiatric Social Worker (Item No. 9040) for at least one (1) year, he/she shall receive additional compensation of twelve (12) standard levels above the top step otherwise established for these classes.

The rate established by this provision shall constitute a base rate.

Section 2 Step Advances

- A. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better performance evaluation has been filed by the employee's department head. The performance evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- B. If no performance review is filed as defined in A. above or if an employee receives an improvement needed performance evaluation, the employee's step advance will not be granted on the date due.

Where no performance evaluation is issued in accordance with Paragraph A above, the employee may request his department head in writing to issue a performance evaluation. The department head shall issue a performance evaluation within five (5) days of the employee request. If said evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

C. Grievances arising out of this Section shall be processed as follows:

1. Where no performance evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such performance evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to his step advance anniversary date.
2. Where the department head issues a performance evaluation upon request of the Department of Human Resources and said performance evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to his step advance anniversary date.

3. Grievance based on an improvement needed performance evaluation shall be filed within ten (10) days of issuance with the department head or his designated representative who shall respond to the grievance within ten (10) days.

Appeals from a department head decision shall be processed in accordance with Civil Service Commission Rules.

- D. During the term of this agreement should any changes be made in the existing categories of performance evaluation which adversely impacts the application of this Section, the parties agree to meet and renegotiate this Section.

In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of performance evaluations.

Section 3

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

ARTICLE 7 OVERTIMESection 1 Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) hours in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. ' 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

- B. The County will pay employees for any overtime worked at a rate of one and one-half (1-1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

- C. An employee may request compensatory time off (CTO) in lieu of pay at a rate of one and one-half (1-1/2) hours off for each hour of overtime worked to a maximum of 32 hours on the books at any one time. To use compensatory time, an employee must submit a written request to the immediate supervisor at least five (5) working days prior to the first date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written

approval of departmental management. Subject to operational needs, management shall not unreasonably deny requests to use compensatory time which have been submitted pursuant to the above procedure.

Accrued compensatory time shall be paid prior to any promotions. Unless approved by management, employees may not accrue overtime hours which are worked during disaster periods or emergencies declared by the Board of Supervisors, local or federal government.

At the discretion of management, an employee may be paid for a portion or all of his/her CTO at any time.

D. Payoff of Special Deferred CTO

On or after August 1, 1995, at the employee's option, CTO earned during the period October 1, 1993 through and including June 30, 1994 and remaining on the books, may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

Section 2 Usage of Non-FLSA Earned Compensatory Time

A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take

such time off. Requests for time-off will be approved based on the needs of the service as determined by Management.

- B. With prior approval of departmental Management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

ARTICLE 8 **EMPLOYEE BENEFITS**

The parties agree that the provisions of the Memorandum of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 9 SPECIAL PAY PRACTICES

Section 1 Evening and Night Shift Differential

Effective April 1, 2001, persons employed in classifications within this Bargaining Unit who are assigned to a regularly scheduled evening or night shift as defined in the County Code shall receive a \$0.75 cents per hour bonus for each hour worked during such shift.

Section 2 Call-Back

Whenever an employee is unexpectedly ordered by his/her Department Head or designated Management representative to return to work following the termination of his/her normal work shift or normal workweek and departure from his/her work location, the employee shall receive a minimum payment of four hours' pay at the rate of time and one-half.

If an employee should complete work required, leave the work location and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half (1-1/2) as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back.

Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 3 Standby

- A. Effective April 1, 2001, persons employed by the Department of Mental Health as a Mental Health Clinical Supervisor (Item No. 9038), who are assigned to a Mental Health Alert Team, Psychiatric Mobil Response Team, , Children's Emergency Services or any other newly created program developed throughout the term of this MOU, shall receive a \$1.50 per hour bonus, but not to exceed a maximum of \$450.00 per month (\$225.00 per pay period), for each hour such person is assigned to regularly scheduled standby periods which occur at off-duty times.
- B. Assignment to such standby service requires the prior annual authorization of the Chief Executive Officer, and payment of said bonus for standby service requires the finding of the Chief Executive Officer that such service meets the standards set forth above.

Section 4 Sheriff and Probation Detention Facility

Effective April 1, 2001, any person employed in a full-time permanent position of Clinical Social Work Supervisor I (Item No. 9014), Clinical Social Work Supervisor II, (Item No. 9015) or Mental Health Clinical Supervisor (Item No. 9038), who is permanently assigned to work, on a full-time basis in any Los Angeles County Sheriff and Probation Detention

Facility, shall receive, in addition to any other compensation in this Article, \$100.00 per month (\$50.00 per pay period). Compensation pursuant to this Section does not constitute a base rate.

Section 5 Assignment of Additional Responsibilities

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and recommended by the Department Head or designated Management representative, and approved by the Chief Executive Office. The Department shall notify an employee in writing of the approval or denial of his/her written request within 45 business days of receipt of the request for the additional responsibilities bonus.

If an employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CEO approval, he/she shall be returned to an assignment in his/her own classification and notified of the action in writing.

To qualify for this additional compensation a full-time permanent employee must either:

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation. The bonus for being assigned a special project or

assignment shall be two standard salary schedules (approximately 5.5 percent);
or

2. Performs all the significant duties of a higher level class for which there is no vacant funded position. The bonus shall be two standard salary schedules (approximately 5.5 percent), unless the difference between the employee's class and the higher level class is less than two standard schedules. In this case, the bonus shall be the difference between the two classes.

The bonus provision of paragraph 2, above, does not apply to employees on short term higher level assignments of two weeks or less.

In no event shall an employee receive compensation pursuant to this section and receive out of class bonus pursuant to Article 15 (Out-of-Class Assignment) for the same assignment.

The additional compensation provided in this section shall not constitute a base rate.

Section 6

Effective April 1, 2001, each member of the Bargaining Unit who is certified by the County as proficient in a language other than English and who is using this skill on a continuing and frequent basis in order to meet the public service responsibility of the department, shall receive an additional bonus of \$50.00 per month (\$25.00 per pay period), in accordance

with County Code Section 6.10.140. This is in addition to any bilingual bonus monies agreed to in the Coalition of County Unions Fringe Benefits MOU.

ARTICLE 10 PAYCHECK ERRORS

Section 1 Underpayments

- A. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's pay check, a pay check correction may be requested. Such request must be made to the appointing authority within two (2) business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.

- B. The Auditor-Controller will issue a corrected or supplemental warrant within three (3) working days after receiving the request from the appointing authority.

- C. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute pay check errors for purposes of this Article.

Section 2 Overpayments

- A. Employees will be notified prior to the recovery of overpayments.

- B. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable earnings (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 11 BULLETIN BOARDS

Management agrees to furnish dedicated bulletin board space to AFSCME, Local 3511, the size, number, and location to be jointly determined by departmental Management and the AFSCME. The boards shall be used only for posting the following information:

1. AFSCME recreational, social, and related news bulletins;
2. AFSCME meetings;
3. Information concerning AFSCME elections and their results;
4. Information concerning insurance and any other benefits offered to members by the Union;
5. Reports of official business of AFSCME, including reports of committees or the Board of Directors; and
6. Any other written material which has first been approved by the department.

Bulletins requiring departmental approval shall be submitted by the Union to the managers of the departmental work location where the bulletin board is located, or to the personnel officer or his/her designate. The manager or personnel officer/designate shall approve or deny posting within one business day.

ARTICLE 12 HEALTH AND SAFETY

Section 1 Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. AFSCME will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices, or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his AFSCME Advocate to the local facility safety officer or the departmental safety officer, if there is no local safety officer.

On any matter of safety that is not resolved by the safety officer within a reasonable period of time, the AFSCME Advocate may confer with the safety officer who will respond in writing.

If the AFSCME Advocate is not satisfied with the response of the safety officer, an AFSCME business agent may request a meeting between Management and the Union.

Section 2 First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain first aid kits at all work facilities.

Section 3 Safety Procedures

- A. Safety standards shall be developed and consulted at the time that leases are reviewed for DMH worksites.

- B. Designated emergency exits will be in compliance with applicable County, Cal OSHA, and Fire Marshall requirements.

- C. Semi-annual Safety drills for all worksite staff.

- D. Safety training for all staff at least once per year.

- E. Management will continue to install buzzers in all new work sites and will make every reasonable effort to install buzzers at existing work sites.

- F. Management agrees to notify and consult with the union in a timely manner prior to making any significant changes to existing safety measures.

- G. Management agrees to follow the practices regarding field visits outlined in the Mental Health Illness and Injury Prevention Plan (IIPP). The parties agree that “stable circumstances” as mentioned in the IIPP refers to a secure site, including but not limited to hospitals, schools, community centers, fire or police stations.

Section 4 Health and Safety Committee – Department of Mental Health

Each Mental Health clinic in the Department of Mental Health shall have a Health and Safety Committee.

The responsibilities of the Committee shall be to:

Alert Management to all safety and security concerns including identifying potential safety, health, and security problems in the clinic before they become immediate and make recommendations to Management for their solution.

Annually, or at other times as conditions warrant, review existing office safety procedures and make recommendations to Management for improvements and other alterations to meet changing safety, security, and health conditions.

Obtain comments and other input from staff on safety, security, and health conditions in the clinic and suggestions for improvements.

Provide input to clinic Management for the office's fire and earthquake procedures and participate in planning and conduct of fire and earthquake drills.

Oversee regular inspections of equipment and environment as they relate to safety, security, and health conditions in the clinic.

Provide to clinic Management recommendations for various safety training programs for staff, such as "Management of Assaultive Behavior."

The Committee shall be composed of the clinic's safety officer, one Management representative, and one clinic employee, mutually selected by the Unions representing all of the clinic employees in certified bargaining units.

The Committee shall meet monthly on County time. The recommendations of the Committee shall be advisory in nature.

Section 5

Management will respond in writing within three working days to any written request by an employee or the Union for information regarding whether a work condition is dangerous.

Section 6

Management and Local 3511, AFSCME agree that the Williams-Steiger Occupational Safety and Health Act of 1970, the California Occupational Safety and Health Act of 1973, and the State Legislation commonly called "SB 198", Shall be binding on both parties.

Section 7 DMH Injury and Illness Prevention Plan

The County and the Union agree to meet and confer on any negotiable issues arising out of the Department of Mental Health Injury and Illness Prevention Plan (IIPP).

This provision shall expire on September 30, 2015.

ARTICLE 13 WORK SCHEDULES

Section 1 Work Week

The work week for employees in this Unit is forty (40) hours of work in a seven (7) consecutive day period as defined by Management. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days of work per week. Nothing herein shall be construed to modify in any manner whatsoever a work day or work week as defined by the Los Angeles County Code.

Section 2 Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section 3) employee's work schedules shall not be changed without notice to the employees at least ten working days before the change is to be implemented.

Section 3 Emergencies

Nothing herein shall limit the authority of the department head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. An emergency condition is herein defined as an unforeseen happening requiring prompt action and is a crisis which is time limited.

Section 4 Transfers

A. Voluntary Transfers -

Employees in this bargaining unit who wish to transfer to another work location may submit a written request to the Personnel Officer of that Department and have his/her name placed on a list to be kept by the Department for six months from the date of receipt.

It is understood that the request is for an available, vacant position in the same classification. The Department will consider the request when filling vacancies.

Management agrees to review transfer lists before assigning newly hired employees. Management will consider factors such as the employee's seniority, experience, academic training, professional skills and geographical location in making transfer decisions. The submission of a request to transfer to another work location does not obligate the employee to accept any actual offer of employment at that location. Further, the Department is not obligated to make an offer of employment to the employee by virtue of the employee having submitted a request.

This section is not intended in any manner to limit Management's authority to select, in its judgment, the best, qualified individual for the position.

B. Involuntary Transfers

In the assignment of involuntary transfers, Management will consider several

factors, such as the employee's seniority, experience, academic training, and skills; geographical location; and operational needs. Management will give as least ten (10) business days' advance notice prior to a transfer.

Section 5 Reassignment/Involuntary Transfer within the Department of Health Services

- A. If the Department of Health Services determines that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.

Section 6 Alternative Work Schedules

Management will consult with the Union prior to implementing or eliminating alternative work schedules, including, but not limited to, a four (4) - ten (10) hour work-day per week (4/10) schedule.

ARTICLE 14 CONSULTATION

- A. Upon request, County Management agrees to meet with representatives of AFSCME Local 3511 sole purpose of consultation when conducting classification studies which could result in erosion of this bargaining unit.

All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between Management representatives and the duly authorized Union representative. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.

Management agrees to consult on request with AFSCME on matters related to professional standards and patient care, on changes in rules affecting conditions of employment, and on impact of County-wide classification studies of classes represented by this bargaining unit.

AFSCME agrees to work, cooperatively and jointly with the Department of Mental Health on the creation of a para-professional classification series.

- B. It is the intention of County Management to provide timely notification concerning classification studies, referenced in Paragraph A. of this Article, so that ample time exists prior to action by the Director of Personnel should this representation unit desire to request a consultation meeting.

- C. Management further agrees to consult on request with AFSCME Local 3511 on training, professional development, safety and health, and major organizational changes which impact on the working conditions of employees in this unit.
- D. All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between Management representatives and the duly authorized Union representative. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.
- E. The parties will establish a Joint Labor/Management Committee to discuss proposed changes in the delivery of directly-operated mental health services, where such proposed changes will have a substantial impact on employees in this Bargaining Unit.

The Joint Labor/Management Committee shall consist of no more than four (4) Management representatives, and no more than four (4) employee representatives between Bargaining Units 721 and 724. Management representatives will be designated by the Director of Mental Health. Employee representatives will be designated by the Union. During the term of this MOU, the Joint Labor-Management Committee shall meet, upon request of either party, at mutually agreeable times and locations.

The parties agree that the Committee may make advisory recommendations to Management for consideration.

- F. It is understood by the parties that the provisions of this Article do not waive rights provided for in the Los Angeles County Employee Relations Ordinance.

Healthcare Reform Advisory Committee

The parties agree to establish a joint labor-management committee (titled the Healthcare Reform Advisory Committee) to review the impact on conditions of employment resulting from health care reform on the Department of Mental Health (DMH) and make recommendations to DMH management.

The Committee will be charged with making recommendations on how best to implement health care reform. The Committee, which will be chaired by the Department of Mental Health, will have a maximum of seven (7) members from Local 2712 and seven (7) members from Local 3511. The Committee will meet once a month as necessary, at a time and place to be determined by the committee.

An agenda will be prepared in advance of each meeting. If there are topics on the agenda affecting a department other than DMH, a representative for labor, and a representative for management from that department will be invited to attend.

Management agrees to consult with the committee on new classifications or classification changes resulting from health care reform.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, DMH Management agrees to meet and confer with the union on negotiable subjects specifically related to DMH's changes under health care reform when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

This section shall expire on September 30, 2015.

ARTICLE 15 OUT-OF-CLASS ASSIGNMENTS

Section 1 Definitions

- A. For the purpose of this Article, an out-of-class assignment is the full time performance of all the significant duties of an allocated, vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class.

This bonus is paid pursuant to the conditions described below.

Section 2 Conditions

- A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid;

* (For the purpose of this Article, vacancies due to leaves of absence shall be defined as in the County Code Section 6.20.110)

return the employee to an assignment in his/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this Article is to be paid; or

pay the employee the bonus from the date of request for relief and terminates when the conditions of this Article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3 Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this Article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional

compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this Article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 16 VACATION SCHEDULING

Vacation periods shall be scheduled by Management to provide adequate staffing. Such schedules shall be subject to the needs of County service.

Employees shall be entitled to take authorized vacations in accordance with the following procedures:

1. At least annually, Management shall prepare a vacation schedule for all employees in each work facility.
2. The employees with the greatest seniority will be given the opportunity to have first choice of his/her vacation schedule, with the other employees being given their choice of vacation schedules in descending order of seniority.
3. Having once made such a choice, no employee may change his/her vacation schedule if such change will conflict with the choice of any other employee in the facility or unless the affected employee and Management agree to such a change.
4. For the purpose of this Article, employees assigned to a facility after the annual vacation schedule has been prepared waive any seniority rights they may have had until the next annual vacation schedule is prepared.

5. For the purpose of this Article, seniority shall be defined as the total amount of continuous County service. Any employee may exercise his/her seniority only within the work location to which he/she is permanently assigned.

ARTICLE 17 PERSONNEL FILES

An employee, or his/her certified representative, with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired. A reasonable number of employee reviews can occur on County time.

An employee shall be advised of, and entitled to read, and receive a copy if requested, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee declines to sign, the supervisor shall note this on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's declining to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document will not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted.

Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date will be two years from the date of issue of the document in the sealed envelope. Upon the employee's request, the sealed envelope shall be removed from the personnel file and returned to the employee.

On reviewing his/her personnel file, an employee may request and have any written warnings or reprimands issued more than two years prior removed from his/her personnel file except as such may be a part of an official permanent record.

If the department takes disciplinary action against an employee, the department, upon request of the employee, will furnish the employee copies of any documents or written statements used by the department as a basis for its action.

No non-related work material will be introduced into the file.

ARTICLE 18 EMPLOYEE LEAVES

Section 1 Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Chief Executive Officer and by the department head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her physician, may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury.

Section 2 Bereavement Leave

Upon the employee's request and with prior approval by the department head, an employee may use the necessary portion of his/her available personal leave, vacation, or compensatory time off for the purpose of supplementing bereavement leave.

Section 3. Medical Leave

Pursuant to the Civil Service Rules, medical leaves without pay will be granted for the purpose of recovery from a prolonged illness or injury or to restore health, upon the employee's request, if, after submission of medical evidence satisfactory to the department head as establishing the employee's medical need, the department head determines that such leave would be in the best interests of the department and the County. Medical evidence shall be sent to the departmental return-to-work coordinator.

Section 4. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, unpaid educational leaves may be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university. Bargaining unit members may elect to use non-sick benefit time during educational leave.

Section 5. Employee Organization Leave

AFSCME Local 3511 may request up to two (2) employees in the Unit at the same time on leave of absence to work on union business. These leaves are subject to Civil Service Rules. The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Union business as it is related to County functions.

AFSCME Local 3511 may request additional releases of employees to the Chief Executive Office. Said requests will be granted based on organizational needs.

The leave shall be without County pay or benefits of any kind, unless fully reimbursed by the union. Leaves shall generally be for a maximum of one year. An individual employee's leave may be extended at the discretion of management. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given service area. Employees on such leave will have their performance evaluation reflect that they were on an authorized organizational leave.

Section 6. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.

- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

- D. This section shall not be subject to arbitration.

Section 7. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

ARTICLE 19 PROFESSIONAL DEVELOPMENT AND TRAINING

Management recognizes that the procedures and time limits at the facility for requesting participation in work related educational programs, seminars, and professional conferences on County time may vary.

Employees who are not required to complete Continuing Education Units to maintain a professional license may request County time for work related training. Management will distribute as equitably as possible among all employees in the same job assignment paid County time to attend conferences, workshops, seminars, or symposia, when and if management provides paid County time to any employees in such job assignment.

Requests for salary-only training must be submitted for approval at least six (6) weeks prior to the commencement of the training. No later than ten (10) calendar days prior to the date of the training, Management shall inform the employee of approval or denial of the request.

The employee will be notified of the reasons for the denial of the training request. Management shall not be obligated to these time frames if the employee does not submit the request at least six (6) weeks prior to the commencement of the training.

Requests for salary only training for which the employee has received short notice (short notice defined as less than forty-two (42) calendar days) must be requested by the employee at least ten (10) calendar days prior to the date of the training. Management shall inform the employee of approval or denial of the request at least five (5) calendar days prior to the date of the training. Management shall not be obligated to these time

frames if the employee does not submit the request at least ten (10) calendar days prior to the commencement of the training.

Professional Development and Training Advisory Committee

The Department of Mental Health and AFSCME agree to create an advisory committee to provide employee input in the development of staff training programs. The committee will consist of up to four management representatives and four employee representatives (two from Unit 721, and two from Unit 724). Meetings will be held quarterly, upon written request of the union.

Professional Social Workers Association Meetings

Upon request and based on operational needs, a reasonable number of employees will be allowed to attend the Professional Social Workers Association meetings.

Marriage and Family Therapists Association Meetings

Upon request and based on operational needs, a reasonable number of employees will be allowed to attend the Marriage and Family Therapists Association meetings.

ARTICLE 20 MANDATORY CONTINUING EDUCATION

Management recognizes the importance of continued education for employees in this Unit and will give reasonable consideration to employee requests for participation in available work-related educational programs, seminars, professional conferences and professional meetings, on county time.

Management will distribute as equitably as possible among all employees in the same job assignment paid County time to attend conferences, workshops, seminars, or symposiums, when and if Management provides paid County time to any employees in such job assignment.

The parties agree jointly to recommend to the County's Board of Supervisors for adoption and implementation through amendment to applicable provisions of said Ordinance, that in addition to all provisions of the Los Angeles County Code, any person employed in a full-time permanent position of Mental Health Clinical Supervisor (Item No. 9038), Asst Chief, Psychiatric Social Work (Item No. 9041), Head Psychiatric Social Worker (Item No. 9040), Clinical Social Work Supervisor I (Item No. 9014), and Clinical Social Work Supervisor II (Item No. 9015) may, subject to departmental staffing consideration, during the term of this contract, be allowed time off from work at regular pay for twenty-four (24) hours per year throughout the term of this contract to attend mandatory continuing education, licensure or recertification programs.

It is agreed that twelve (12) hours of the twenty-four (24) hours per year may include pre-approved home study courses to fulfill mandatory continuing education requirements for licensure. Additionally, if the needs of the service are not negatively impacted, the Department of Mental Health and the Department of Health Services shall make every effort to adjust the employee's schedule for that workweek to include attendance at approved continuing education programs when such training falls on a Saturday and/or Sunday, or regular day off or at a time that is outside of regular work hours.

Notwithstanding the above provisions and pursuant to Civil Service Rules where paid leave time is not available to all employees desiring to attend a work-related program, subject to departmental criteria, the employee may (a) use accrued leave time or (b) use up to two days of leave without pay per year for such attendance. In all instances, provisions of this Article will be subject to departmental staffing considerations.

ARTICLE 21 PARKINGSection 1

County will continue to make every reasonable effort to provide free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to work location.

Section 2

The Coalition of County Unions will negotiate over Management proposals to increase average vehicle ridership (AVR) pursuant to regulations of the Air Quality Management District (AQMD). Upon completion of those negotiations, all other parking provisions contained herein shall cease to apply to employees in this bargaining unit. Completion of negotiations means (1) agreement or (2) exhaustion of the impasse procedures established by the Employee Relations Commission (ERCOM) or 120 calendar days from commencement of negotiations, whichever comes first.

ARTICLE 22 PROMOTIONS

The County agrees to provide the Local President with copies of all promotional examination bulletins for classes in the bargaining Unit.

ARTICLE 23 GRIEVANCE PROCEDURE

Section 1 Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of the grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance.

Section 2 Definitions

1. Wherever used, the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules or regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.

3. "Days" means calendar days exclusive of Saturdays, Sundays, or legal holidays.

Section 3 Responsibilities

1. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

Section 4 Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this Article may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall automatically be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

Section 5 General Provisions

1. An employee involved in the processing of his/her grievance may do so without loss of compensation provided that he/she accomplishes all phases of preparation and presentation in a reasonable and expeditious manner.

2. An employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings.

3. Only county employees in this Unit or authorized AFSCME representative as specified in Article 29, Work Access, may be selected by an employee to represent him/her in formal grievance meetings. If a union representative was present at the formal grievance hearing, he/she will receive a copy of the response given to the employee.

4. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting.

5. A County employee selected as a representative in a grievance shall not receive compensation from Los Angeles County for any time spent investigating or processing the grievance unless the employee's name is supplied to Management as required in Article 27.

6. If the employee elects to be represented by any person in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
7. The AFSCME has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of this Memorandum of Understanding.
8. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6 Procedure

1. Informal Complaint
 - A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his knowledge of such occurrence, an employee shall discuss his/her complaint in a meeting with his/her immediate supervisor.

- B. Within ten (10) business days from the day of the discussion with the employee, his/her immediate supervisor shall verbally reply to the employee's complaint.

2. Grievance

Step 1 - First Level Management

- A. Within ten (10) business days from receipt or failure to receive his/her supervisor's decision, an employee, not satisfied, may file a formal written grievance.

- B. Within ten (10) business days from receipt of the grievance, the first level Management representative shall meet with the parties involved and shall give a written decision to the employee using the original copy of the grievance.

Step 2 - Middle Level Management

- A. Within ten (10) business days from his/her receipt of the written decision at level one and using the returned original copy of the grievance form, the employee may appeal to the middle level Management representative.

The middle level Management representative shall meet with the first level Management representative and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle level Management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3 - Upper Level Management

- A. Within ten (10) business days from the receipt of the decision at level two, the employee may appeal to the upper level Management representative using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the upper level Management representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance and meet with the parties involved. He/she shall then render a written decision to the employee within five (5) business days of the holding of the meeting.
- C. If the upper level Management representative fails to give a decision at the third level within the specified time limits, AFSCME shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that do not directly concern or involve the interpretation or application of the specified terms and provisions of the Memorandum of Understanding, the written decision of the upper level Management representative shall be final.

Section 7 Arbitration

1. Within ten (10) business days from the receipt of the written decision of the upper level Management representative, AFSCME may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances, adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Commission Rules, nor matters under the jurisdiction of said Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including but not limited to, discharge, reductions, and discrimination; nor
 - C. The interpretation, application, merits, or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event AFSCME desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee

Relations Commission with a copy thereof simultaneously transmitted to County's Office of Human Resources, Chief Executive Office and to the County Department Head or Officer affected, which written request shall:

- A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
- B. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty (30) working days from date of receipt of the request of arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission.
- C. Arbitration procedures conducted under the authority of this article shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties to the case.

4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
5. Prior to a hearing by an arbitrator, a representative of the County and AFSCME shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and AFSCME cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

7. The decision of the arbitrator shall be binding upon AFSCME. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. AFSCME may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Implementation

Term

Renegotiation

Equal Opportunity

Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 24 GRIEVANCES GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between Local 3511 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon:

- A. Within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from its knowledge of such an occurrence where Local 3511 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Local 3511 may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the department heads involved and to the Chief Executive Officer. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, Local 3511 shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his authorized representative.
- C. Within ten (10) business days after the meeting provided in B. above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 7, Subsection 2 of Article 23, the disagreement may be submitted to arbitration in accordance with the provisions of Section 7 of Article 23, of this Memorandum of Understanding.

It is further understood that this article is not intended as a substitute or alternative for the grievance procedures set forth in Article 23 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the right of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedure set forth in Article 23 hereof.

ARTICLE 25 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 7, Arbitration, of Article 23, Grievance Procedure, and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County department, agency, or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel, and 3) there will be no post hearing briefs.

5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Implementation

Term

Renegotiation

Equal Opportunity

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Leave of Absence for Union Business

ARTICLE 26 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppage, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 27 AFSCME STEWARDS/OFFICERS

Section 1

It is agreed and understood by the parties of this Memorandum of Understanding that there shall not be more than 20 AFSCME stewards and no more than one (1) AFSCME steward per facility within the representation Unit as herein defined. Only an employee who has passed his/her initial probation period and who Management has designated to be a permanent employee shall be eligible for appointment as an AFSCME steward.

Section 2

AFSCME shall give to all department heads with employees in this Unit and the Chief Executive Officer of the County of Los Angeles a written list of the names of employees selected as AFSCME stewards, which list shall be kept current by SPSWAFSCME. The County shall give AFSCME a written list of department heads with employees in this unit. This list shall be kept current by the County.

Section 3

AFSCME agrees, whenever investigation or processing of formal grievances and/or disciplinary actions initiated by the department are to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. AFSCME representatives, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor

and inform him/her of the nature of the business. Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the AFSCME steward/officer will be informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays after the time of the AFSCME steward's/officer's request, unless otherwise mutually agreed to.

Prior to entering other work locations, the AFSCME steward/officer shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted to the employee involved, unless such absence would cause an undue interruption of work. If the employee cannot be made available, the AFSCME steward/officer will be informed when the employee will be made available.

Management agrees an AFSCME steward or Board member will not be discriminated against, nor transferred to another work location without his/her consent.

Vacancy notices

Vacancies shall be posted according to department procedures. AFSCME will be informed regarding the method of access to the vacancy listing.

ARTICLE 28 PAYROLL DEDUCTIONS AND DUES

Section 1 Deductions and Dues

The parties agree to jointly recommend to County's Board of Supervisors that the Supervisory Professional Social Workers Association's dues and such other deductions as may be properly requested and lawfully permitted be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County Management a written authorization requesting that such deductions be made. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Supervisory Professional Social Workers Association by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2 Security Clause

Any employees in the Unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deductions made by the County during the term of this agreement; provided, however, that any employee in this Unit may terminate such Union

dues during the period December 10 through December 28 in each year of this MOU, by notifying the Union of his/her termination of Union dues deductions. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3 Agency Shop

A. Agency Shop Defined

It is mutually agreed by the parties that the term, "Agency Shop" means that every employee represented by this Bargaining Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

B. Religious Objections

Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public

employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Agency Shop Unit

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

D. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Bargaining Unit under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this Memorandum of Understanding

E. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable

procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop agreement is in effect.

F. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. List of New Employees/Separations

Management shall provide AFSCME Local 3511 with access to employee lists via Internet each pay period. The employee list shall contain the name, employee number, classification title, item number, item sub, item step salary rate, department, time base, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding.

Management will supply to employees newly hired or transferred into the Unit an information brochure, and/or letter about AFSCME and a dues deduction card furnished by AFSCME, Local 3511: Each department will notify the union if it runs out of this material.

H. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 29 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, AFSCME, Local 3511 representatives shall participate in new employee orientation for the sole purpose of providing employees information regarding AFSCME, Local 3511 Union membership.

ARTICLE 30 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of the County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

ARTICLE 31 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither the Supervisory Professional Social Workers Association nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 32 FULL UNDERSTANDING, MODIFICATIONS AND WAIVER

- A. It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This Article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties.
- B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term. It is recognized that during such term it may be necessary for Management to make changes in rules or it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify AFSCME, Local 3511 indicating the proposed change prior to its implementation. Nothing herein shall limit the authority of Management to make necessary changes during emergencies or when required to do so by law. Management shall notify AFSCME, Local 3511 of changes resulting from emergent or legal requirements as soon as practicable. AFSCME, Local 3511 shall notify Management within five (5) working days from the receipt of such notice if it desires to consult with Management. Nothing contained herein shall prevent the Union from grieving the effect of such change in accordance with the grievance procedure

contained herein. Failure by AFSCME, Local 3511 to request consultation, pursuant to Paragraph B, shall not be deemed as approval of any action taken by the County.

- C. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations during the term of the Memorandum of Understanding.
- D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.
- E. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 33 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, effect work furloughs or any other alternatives because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 34 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar, as such subjects have not already been negotiated.

ARTICLE 35 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State, and County laws and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or County laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 36 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his duly authorized representative (address: 222 North Grand Avenue, Los Angeles, California 90012, Telephone: 974-2404) except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation as set forth herein.

- B. AFSCME, Local 3511's principal authorized agent shall be:
 - President, AFSCME Local 3511 AFSCME, AFL-CIO
 - (address: 514 Shatto Place, Los Angeles, California 90020,
 - Telephone: (213) 487-9887).

ARTICLE 37 DISCIPLINARY ACTION

Prior to disciplinary action involving demotion, the department will give notification to the employee of such action and, upon request of the employee, will furnish copies of any documents or written statements used by the department as a basis for its action.

ARTICLE 38 ALTERNATIVES TO LAYOFFS

Section 1 Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2 Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CAO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any members of a bargaining unit.

Section 3 Enhanced Voluntary Time-Off Program

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

Section 4 Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 39SPAN OF CONTROL

Within 180 days of implementation of this MOU, the parties agree to meet and discuss mutually agreeable parameters for a full range of supervisory duties. Factors to be considered include, but are not limited to, geographical dispersion, level of experience of employees, similarity and volume of tasks, and administrative responsibilities.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

SUPERVISORY PROFESSIONAL
SOCIAL WORKERS OF LOS ANGELES
COUNTY/AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
Julie Leevarinpanich
Local 3511 President

By 
WILLIAM T FUJIOKA
Chief Executive Officer

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
HEALTH FINANCIAL SUPPORT SERVICES
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representative
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County")

SEIU, Local 721, CTW, CLC (hereinafter referred
to as "Union").

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, LACEA, Local 660, SEIU, was certified on March 26, 1993, by County's Employee Relations Commission (Employee Relations Commission File No. 27-70) as the majority representative of County employees in the Health Financial Support Services Employees Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007, transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU Local 660. Management hereby recognizes SEIU, Local 721, as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Management agrees to recognize SEIU, Local 721, as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and SEIU, Local 721, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative [Address: 1545 Wilshire Boulevard, Los Angeles, California 90017; Telephone: (213) 368-8660].

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

Section 1. Calendar for Negotiations

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of

an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.

4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.
- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet

with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

- A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting

of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.

3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board

of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

- Purpose
- Recognition
- Non-Discrimination
- Implementation
- Term
- Renegotiation
- Safety and Health
- Payroll Deductions and Dues
- Authorized Agents
- Provisions of Law
- Workplace Retraining
- New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.

7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.

8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the

matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to,

or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative

action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

- Purpose
- Recognition
- Non-Discrimination
- Implementation
- Term
- Renegotiation
- Safety and Health
- Payroll Deductions and Dues
- Authorized Agents
- Provisions of Law
- Workplace Retraining
- New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at

the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such

changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or

CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3 Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4 Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5 Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.

- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDYSection 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union

may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAM

Program Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

 - Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.
- FLSA Exempt employees must request EVTO in full work day increments.
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
- EVTO is not available to employees on any other paid or unpaid leave.
- Department Heads may continue to approve other unpaid leave of absences.
- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.
- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off

(60-Day Program)

Benefits Protected

Benefits Not Protected

- Vacation Accrual
- Sick Leave Accrual
- Savings and Horizons Plan*
- Flexible Benefit Contributions
- Step Advance
- Retirement Service Credit**
- Military Leave

- Jury Leave
- Bereavement Leave
- Witness Leave
- Civil Service Examination Leave
- Weekend Pay
- Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such

overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013- 2014, 2014-2015, July 1, 2015, to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with SEIU, Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721

regarding its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT
COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDSSection 1.

Management will furnish adequate bulletin board space to SEIU, Local 721, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTH

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. Local 721 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter in writing to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or his representative is not satisfied with the response of the safety officer, Local 721 may consult with the Chief of the Disability Benefits, Health and Safety Division of the Chief Executive Office or his designate.

A representative of such branch shall respond to the department head and Local 721 within ten (10) days.

If Local 721 is not satisfied with the response of the Chief of the Disability Benefits Health and Safety Division, the issue may be taken within ten (10) days to arbitration as set forth

in Article 11. During such ten (10) days, consultation between the department head and Local 721 will take place.

Section 2.

Management and Local 721 mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 3.

Management and Local 721 mutually agree to establish a joint Health and Safety Committee to review health and safety problems, including but not limited to infectious disease control, their causes and prevention. The Departmental Safety Representative or appropriate representative shall maintain accessible and complete first aid kits. The joint Committee shall ensure that such kits shall be distributed, as appropriate, among all departmental facilities, in all areas where bargaining unit members' work. The Committee shall consist of two (2) representatives appointed by the Union and two (2) representatives appointed by Management. The committee shall meet quarterly.

Section 4.

Management agrees to provide bargaining unit members up to 16 hours of paid time in order to participate in union-sponsored health and safety training(s). This paid time shall

be provided each year for the term of this agreement. The union shall consult with Management for the purpose of developing a training schedule and addressing any other logistical matters necessary to implement these training program(s).

It is understood that the union-sponsored training programs shall not relieve the County of its responsibility to provide health and safety training as required by applicable regulations or laws.

Section 5.

Management and SEIU, Local 721 are committed to the use, purchase, and maintenance of microelectronic technology and, specifically, video display terminals (VDTs), in a manner which is safe and which complies with all applicable laws, OSHA regulations and guidelines and which complies with current NIOSH recommendations and guidelines.

Section 6.

Management shall develop and implement written policies and procedures to deal with on-the-job assault. Such policies shall address the prevention of assault on the job, the management of situations of assault, and the provision of the post-traumatic support and counseling for employees who have been assaulted by clients or the public.

Section 7.

No employee shall be encouraged or required to perform work that violates OSHA standards or any other laws and regulations.

Employees shall have the right to refuse unsafe work in accordance with applicable federal and state laws.

Section 8.

As determined by applicable law and regulations, Management shall provide the necessary education, training and protective equipment in order to protect employees from the occupational transmission of blood borne and airborne infectious diseases.

Section 9.

Within 60 days of Board of Supervisor approval of this MOU, the management in each facility, in consultation with SEIU, Local 721, will begin meeting to develop policies that delineate a communicable disease alert or other health emergency notification process for employees covered by this MOU. Said policies will be consistent with such policies for direct health care personnel (i.e., physicians and/or Registered Nurses) and in accordance with all professional and regulatory standards.

Section 10

The parties agree that education, training and prevention are critical in building a safe and healthful workplace. The parties further agree to expand the scope of the existing departmental Labor-Management Committee to discuss ergonomically – safe equipment and workstations and consult ergonomic experts from CEO Risk Management. Unresolved issues shall be referred to the facility/department Safety Officer for evaluation.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (E-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICES

Section 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2 Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce

intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDSSection 1. Legal Rights of Shop Stewards

Management recognizes that Local 721 Shop Stewards or Alternate are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2. Access for Shop Stewards

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by SEIU, Local 721.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward or transfer a steward to another work site or work shift if there is another employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 721 President, Vice-President and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

Section 3. Union Officers, Stewards, and Member Leave

Union officers and stewards of Local 721 shall be allowed reasonable time off without loss of pay to perform the responsibilities of their positions at County facilities as provided by the Employee Relations Ordinance and other applicable law.

Section 4

Management shall make every reasonable effort to provide equitable access to meeting space and facility grounds so that SEIU, Local 721 can conduct union activities in accordance with the rights of the exclusive bargaining agents, the Employee Relations Ordinance and other applicable law.

ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1. Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals. Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2. Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3. Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4. Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.

- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.

- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.

- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.

- F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5. Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-

existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.

- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.
- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.
- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resource's office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.
- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.

- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.

- G. Employees who have approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take previously approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as “total amount of continuous service within the County”. This section is not intended to preempt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6. Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services' facilities and

will work together to overcome any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 7. Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.
2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).
2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are

assigned to work in health facilities. Related training shall be provided to the employees.

3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.

4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8. Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9. Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10. DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon the request of the Union or Management to address new and/or changes in matters relative to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other
- Study methodology such as study guides and practice skills labs
- Study time and remediation
- Case Presentations (where applicable)

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations. DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42DEPARTMENT OF MENTAL HEALTH HEALTH CARE REFORM

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving consumer satisfaction
- Patient and employee safety
- Preparing for and responding to changes under healthcare reform and new health care legislation
- Achieving operational efficiencies and enhancing productivity
- Generating new and increased revenue
- Impact of healthcare reform on employees

To achieve these goals the parties agree to the following:

DMH Healthcare Reform Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare reform before implementation.

The committee will have fifteen (15) Local 721 employee representatives.

Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to health care reform in DMH' when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization with the goal of achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.
- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform Committee

This article will expire on September 30, 2015, with the exception of the section on work place safety. If the parties have not completed the work of DMH health care reform by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44 POSTING OF VACANCIES – DEPARTMENTS OF HEALTH SERVICES, PUBLIC HEALTH, AND MENTAL HEALTH

Management of the Departments of Health Services, Public Health and Mental Health will post, within a reasonable time, promotional opportunities on a bulletin board or boards designated expressly for this purpose. Designated bulletin boards shall be located in an area which is centrally located and accessible to employees in this unit.

All written notification of examinations mentioned in this Article for which a bargaining unit employee could qualify based on a position's minimum requirements, which results in an advancement to a position of higher rank or grade involving an increase in pay, shall be faxed and/or e-mailed by the issuing facility to Local 721 Research Department immediately upon the issuance of the bulletin.

If a vacancy occurs in a work area for any classification in this bargaining unit, Management in the work area shall post timely notice of any such vacancies on bulletin boards accessible to employees. Such vacancy notice shall be faxed and/or e-mailed to the SEIU, Local 721 Research Department immediately by the DHS, DPH or DMH office of Human Resources upon issuance of the notice.

To ensure access to promotional opportunities, notification of vacancies and County and/or departmental policies and announcements, Management shall provide access to the

County and departmental intranet to all employees covered by this MOU. Management shall make every effort to ensure that promotional opportunities, vacancies and other related announcements are posted to the intranet in a timely manner.

This language shall not apply to any other department covered by this Memorandum of Understanding.

ARTICLE 45 PROMOTIONS

Upon the employee's request, Management shall discuss with the employee the reason(s) he/she was not selected for a promotion if the employee ranked higher on the Civil Service list than the employee who was appointed.

For the purpose of this Article, promotion shall be defined as advancement to a position of higher rank or grade involving an increase in pay.

ARTICLE 46 TRANSFERS

- A. In the event that an employee desires to transfer to another facility, the employee shall submit a request for transfer to the director of the facility to which he/she desires to transfer. Management of the receiving facility shall maintain a list of employees desiring to transfer to that facility. Filling of vacancies pursuant to applicable reemployment lists shall occur in accordance with Civil Service Rules.

Should a vacancy occur, facility management shall consider the transfer opportunity of an employee in the order of date the transfer request was received. Should said employee be offered the opportunity to transfer to the facility that he/she has requested, and that employee refuses the offer, that employee's name is removed from the list.

Management shall give prime consideration to possible transfers where employees mutually request to exchange job assignments.

- B. An employee desiring to transfer may contact the following Personnel Offices:

DHS Administration
5555 Ferguson Drive
Commerce, CA 90022
Tel: (323) 869-7133
Fax: (323) 869-0374

Public Health
5555 Ferguson Drive
Commerce, CA 90022
Tel: (323) 869-8505
Fax: (323) 890-1388
HROperations@ph.lacounty.gov

Coastal Cluster

1000 West Carson Street
Torrance, CA 90509
Tel: (310) 222-3234
Fax: (310) 328-8450

Harbor-UCLA Medical Center
Long Beach Comprehensive Health Center
Clinics assigned to Coastal Cluster

Antelope Valley Cluster

44900 North 60th Street West
Lancaster, CA 93534
Tel: (661) 945-8301
Fax: (661) 723-1907

High Desert Multi-Service Ambulatory Care Center
Antelope Valley Rehabilitation Centers

San Fernando Valley Cluster

14445 Olive View Drive
Sylmar, CA 91342
Tel: (818) 364- 3311
Fax: (818) 364- 3310

Olive View-UCLA Medical Center
Mid-Valley Comprehensive Health Center
Clinics assigned to San Fernando Valley Cluster

Southwest Cluster

12021 South Wilmington Avenue
Los Angeles, CA 90059
Tel: (310) 668- 5011
Fax: (310) 635-1449

Martin Luther King, Jr. Multi-Service Ambulatory Care Center
Augustus Hawkins Center
Hubert H. Humphrey Comprehensive Health Center
Clinics assigned to Southwest Cluster

Rancho Los Amigos National Rehabilitation Center

7601 East Imperial Highway. Building 500, Rm 75

Downey, CA 90242

Tel: (562) 401- 7511

Fax: (562) 401-7560

Northeast Cluster

5555 Ferguson Drive

Commerce, CA 90022

Tel: (323) 890-8313

Fax: (323) 890-8372

LAC+USC Medical Center

H. Claude Hudson Comprehensive Health Center

El Monte Comprehensive Health Center

Edward R. Roybal Comprehensive Health Center

Clinics assigned to Northeast Cluster

Mental Health

550 South Vermont Avenue, 9th Floor

Los Angeles, CA 90020

Tel: (213) 738-4651

Fax: (213) 637-5892

- C. In accordance with the Department of Human Resources policy, management of the Departments of Health Services, Public Health and Mental Health will utilize the Transfer Opportunities Website (TOW) to post transfer information and vacancy announcements for members of this Bargaining Unit.

Employees who are members of this Bargaining Unit who would like to transfer to another facility should utilize the procedures outlined on this website.

ARTICLE 47 TECHNOLOGICAL CHANGE

When advance knowledge of the impact of pending changes in function, organization, or operations is available which result in the abolishment of positions, Management will make an intensive effort to either reassign or transfer affected employees to other comparable positions for which they qualify.

Technological change shall not be subject to arbitration, but shall be grievable and Local 721 shall not be precluded from seeking any other appropriate remedies.

If Management finds it necessary to introduce new technology (hardware or software), Management shall make an intensive effort to train the affected employees in order to obtain or maintain an acceptable level of proficiency in the new technology. Additionally, Management shall make every effort to provide affected bargaining unit members appropriate equipment and training arising from technological changes. Prior to the introduction of the new technology, Management shall consult with SEIU, Local 721 and affected employees on the selection and implementation of technological changes.

Current bargaining unit work or new bargaining unit work which results from new or changing technology shall remain the work of the Bargaining Unit.

ARTICLE 48 AFFIRMATIVE ACTION

Within 90 days of the implementation date of this MOU and at the written request of Local 721, a Department of Health Services Affirmative Action Committee shall be convened. This Committee shall be composed of an equal number of Management representatives and employee representatives (selected from various interested employee organizations representing employees in the Department). All recommendations that are mutually agreed to by the Management and employee representatives shall be implemented by the Department of Health Services.

ARTICLE 49 CONTINUING EDUCATION

Management recognizes the advantage of continued education for employees in this unit and will give reasonable consideration to employee requests for participation in available work-related educational programs, seminars, professional conferences and professional meetings, on County time.

Management will distribute as equitably as possible among all employees in the same job assignment paid County time to attend conferences, workshops, seminars, or symposiums, when and if Management provides paid County time to any employees in such job assignment.

Management will ensure the availability of in-service training in areas that relate to the functions of the job for classes in this unit.

Notwithstanding the above provisions and pursuant to Civil Service Rules, where paid leave time is not available to all employees desiring to attend a work-related program, subject to departmental criteria, the employee may (A) use accrued leave time or (B) use up to two days of leave without pay per year for such attendance. In all instances, provisions of this Article will be subject to departmental staffing considerations.

Departments affected by this agreement are encouraged to implement the provisions of the Los Angeles County Code, Chapter 5.52, Tuition Reimbursement Program.

ARTICLE 50 CONSULTATION AND TRAINING

In-House Training

Section 1.

Management shall provide timely training on current changes in laws, ordinances, policies and practices for all members of this bargaining unit. As applicable, such training shall include written materials, policies and procedures, and dialogue between trainers and the employees in order to maximize understanding and practical application of training.

Section 2.

During the term of this agreement, Management will offer employees two AIDS Awareness trainings.

Section 3.

Management and the Union agree to meet via established departmental joint Labor-Management Committees to discuss issues specific to this bargaining unit. Topics to be discussed include, but are not limited to, procedures, training and communication.

The established joint Labor-Management Committees shall review and discuss applicable current and future processes and programs, including but not limited to, National Health Care Reform and the 1115 Medicaid Waiver, in order to ensure the efficiency of departmental operations and to maximize revenue generation to the County. Topics for discussion may include making recommendations to update procedures, preparing an annual reconciliation of staffing to be presented to the joint Labor-Management Committee,

identifying training needs, and exploring all billable resources for each patient in order to minimize payments from going to outside vendors.

Financial screening and application processing staff shall receive direction through Revenue Management.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

ARTICLE 51 VACATIONSSection 1. Vacation Deferral

The parties agree jointly to recommend to the County's Board of Supervisors for implementation and adoption by amendment to the applicable Code that when requested by the employee and authorized by the department head vacation time may be deferred for more than one year; provided, however, an employee's maximum current and deferred vacation accrual shall not exceed 40 days at any time.

Section 2. Vacation Scheduling

Vacation periods shall be scheduled by Management to provide adequate staffing. Such schedules shall be subject to the needs of County service.

Employees shall be entitled to take authorized vacations in accordance with the following procedures:

1. At least annually, Management shall prepare and post a vacation schedule for all employees in each work facility in a timely manner.
2. The employee with the greatest seniority will be given the opportunity to have first choice of his/her vacation schedule, with the other employees being given their choice of vacation schedules in descending order of seniority.

3. Having once made such a choice, no employee may change his vacation schedule if such change will conflict with the choice of any other employee in the facility or unless the affected employee and Management agree to such a change.
4. For the purpose of this Article, employees assigned to a facility after the annual vacation schedule has been prepared waive any seniority rights they may have had until the next annual vacation schedule is prepared.
5. For the purpose of this Article, seniority shall be defined as the total amount of continuous service within a classification within the department. An employee may exercise his/her seniority only within the work location to which he/she is permanently assigned. In the event of involuntary transfers resulting from mitigation actions, impacted employees shall have their vacation seniority at their new assigned work location defined as the total amount of continuous service within the classification.
6. In the case of a tie involving two or more employees, the opportunity to choose a vacation schedule will be given to the employee in the order of their County seniority.
7. For the application of this provision, each County medical facility shall be considered as a separate department.

ARTICLE 52 WORK SCHEDULES

Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days per week. Nothing herein shall be construed to modify in any manner whatsoever a work day or work week as defined by Chapter 6.12 of the Los Angeles County Code.

Section 1. Work Day and Work Week

The work day shall be eight (8) consecutive hours, exclusive of lunch periods. Each eight-hour shift shall include two rest periods, one scheduled during each half of the assigned shift. The work week shall be five (5) consecutive days, except as provided in Section 3.

Section 2. Work Shifts

Employees' work shifts shall not be changed without written notice to the employee at least ten (10) working days prior to the effective date of the change except as provided in Section 3.

Section 3. Emergencies

Nothing herein shall be construed to limit the authority of Department Management to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignment shall not extend beyond the period of emergency.

An emergency shall be defined as the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county,

city and county, or city, caused by such conditions as air pollution, fire, flood, storms, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

Section 4.

Health Services, Mental Health and Public Health management will make all reasonable efforts necessary to locate and provide sufficient interview space for employees in this Unit to ensure the confidentiality of employees and the public in accordance to regulatory requirements, including the Health Insurance Portability and Accountability Act (HIPAA).

Section 5. Alternative Work Schedules

Employees may request in writing at any time, an alternative work schedules such as, but not limited to, a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond, in writing, to an employees' request within 15 calendar days.

If the request is denied, management shall include in the written response the specific reason for the denial. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

ARTICLE 53 MILEAGE

The parties agree that the provisions of the Memoranda of Understanding regarding Mileage, between the County of Los Angeles and Local 721 SEIU in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 54 BILINGUAL BONUS

The parties agree that the provisions of the Memoranda of Understanding regarding bilingual bonus between the County of Los Angeles and Local 721 SEIU, in effect during the term of this agreement shall apply to employees in the Unit. If an employee is not receiving a bilingual bonus, he/she is not required to communicate in second language in the course of his/her duties.

ARTICLE 55 WORKLOADSection 1.

Whenever an employee feels that the workload set by his immediate supervisor requires a work effort that the employee cannot attain or maintain, the employee may file a grievance requesting that his workload be reduced to a reasonable level.

Prior to filing such a workload grievance, the employee will discuss the matter with his immediate supervisor in an attempt to resolve the dispute.

The intent of this section is that an employee in a classification will not have a significantly higher workload than other employees in the same classification or unit of work.

In response to the grievance, and in lieu of following the usual grievance procedure, the Management and Local 721 may jointly request either the CEO's work measurement group or another mutually agreed on source to conduct a work effort study within forty-five days of receipt of the grievance.

During this interim period, the employee shall make a good faith effort to accomplish the assigned tasks, and in response to the good faith effort, Management will not impose disciplinary action on the employee while the "work effort study" is in progress. The study will be reported to the parties within forty-five days, and they will use the objective report as a basis for reaching a resolution of the grievance. If the parties fail to reach agreement, the Management is then free to exercise discipline against the employee. However, suspension, reduction, discharge and reference of disputed work performance in the

employee's performance evaluation will be suspended pending an arbitration award in the event Local 721 within ten days following the failure to resolve the problem files for arbitration. The parties mutually agree that the arbitrator's award must be rendered within seven business days of the close of the hearing. If the award is not rendered, Management is no longer precluded from proceeding with suspension, reduction, discharge, or reference of disputed work performance in the employee's performance evaluation.

If the parties do not mutually agree to the study referenced above, the normal grievance and arbitration procedure shall be followed.

Section 2.

When the Management makes major changes (greater than 10%) in the workload of an entire force (group-section-office-etc.) Local 721 may at any time after twenty days, but not later than forty-five days, time being of the essence, following the effective date of the change, file a Grievance General-in-Character challenging the effect of the change as imposing an unreasonably burdensome workload on the affected employees.

During the interim period, the employees will make a good faith effort to accomplish the new workload. In exchange for the good faith effort, the Management will not take disciplinary action during and with respect to the interim period against those employees who do not meet the increased workload requirement. Action may be taken at any time against employees who do not make a good faith effort.

ARTICLE 56 LEGAL REPRESENTATION

Upon request of employee and subject to any limitations, provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his employment as an employee of County, and County will pay any judgment so rendered against the employee.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

ARTICLE 57 DISCIPLINARY ACTION

If the department takes disciplinary action against an employee, the department, upon request of the employee, will furnish the employee copies of any documents or written statements used by the department as a basis for its action. If the employee grieves the action, the department will, upon written request of the employee, furnish the employee organization representative copies of any such documents or written statements. Prior to filing any material, except routine personnel and salary notification and confidential matters gathered from other employers and agencies at time of hiring, the employee shall be given an opportunity to read and initial the material. If the employee refuses to initial, the employee's representative will be so informed.

ARTICLE 58 LAYOFF OR REDUCTION PROCEDURE

In the event of an anticipated layoff or reduction, Department Management will notify Local 721 and the Department Management and Local 721 will meet promptly to develop a layoff or reduction procedure in accordance with applicable Civil Service Rules.

ARTICLE 59 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.
- B. The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

At the discretion of Management, an employee may accrue compensatory time off, in lieu of pay, at a rate of one and one-half (1 ½) hours for each hour of overtime to a maximum of 54 hours worked. The employee may request this option when the employee works overtime. Management shall not decide to order or authorize overtime based on the employee's preference of pay or compensatory time off.

- C. On or after October 1, 1995, at the employee's option, CTO earned during the period October 1, 1993 - June 30, 1994, and remaining on the books may continue to be taken as time off, subject to Management's approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

Section 2. Usage of Non-FLSA Earned Compensatory Time

- A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off. Requests for time-off will be approved based on the needs of the service as determined by Management.
- B. With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. Saving Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public

agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work and shall make available the acquisition of special skills to all employees in the same classification in the same organizational work unit and work location based on departmental needs.

Section 5.

An employee who works a four (4) day - 40 hour week schedule or a nine (9) day - 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

ARTICLE 60 SPECIAL PAY PRACTICES

Section 1. Night Shift Differential

Evening shift employees shall receive a premium of one dollar (\$1.00) per hour. The evening shift is a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m.

Night shift employees shall receive a premium of one dollar (\$1.00) per hour. The night shift is a shift at least five-eighths of which falls between the hours of 9:00 p.m. and 8:00 a.m.

Section 2. Call Back

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back.

Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 3 Emergency Room Bonus

Any person employed on a permanent, full-time basis as a Patient Financial Services Worker (Item # 9193) or Patient Resource Worker (Item # 9192) who is permanently assigned to work in an Emergency Department in a hospital licensed to provide emergency medical services (as defined by the Office of Statewide Health Planning & Development) shall receive, in addition to other compensation provided in this article, \$50.00 per pay period for each calendar month in said assignment.

The bonus shall be discontinued if the employee is absent for more than 30 consecutive calendar days, until such time as they return to work.

ARTICLE 61 SALARIESSection 1. Recommend Salary Adjustment

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9180	COMMUNITY HEALTH PLAN MARKETING REP	CURRENT	NM	78C	3495.27	4576.73
		12/13/2013	NM	78L	3564.36	4667.64
		10/01/2014	NM	79H	3634.09	4761.09
		02/01/2015	NM	80E	3705.73	4856.00
9189	PATIENT FINANCIAL SERVS CONT WKR	CURRENT	NM	76F	3337.91	4367.09
		12/13/2013	NM	77C	3403.55	4454.18
		10/01/2014	NM	77L	3469.73	4542.91
		02/01/2015	NM	78H	3538.45	4633.55
9188	PAT FIN SVCS CONT WKR (NON-MEGAFLEX)	CURRENT	NM	76F	3337.91	4367.09
		12/13/2013	NM	77C	3403.55	4454.18
		10/01/2014	NM	77L	3469.73	4542.91
		02/01/2015	NM	78H	3538.45	4633.55
9193	PATIENT FINANCIAL SERVS WORKER	CURRENT	NM	72K	3028.27	3957.91
		12/13/2013	NM	73G	3087.73	4036.45
		10/01/2014	NM	74D	3148.18	4116.55
		02/01/2015	NM	75A	3210.00	4198.00
9192	PATIENT RESOURCES WORKER	CURRENT	N3M	64K	2721.73	3194.55
		12/13/2013	N3M	65G	2774.82	3257.45
		10/01/2014	N3M	66D	2829.00	3321.55
		02/01/2015	N3M	67A	2885.00	3387.00

Section 2. Vacation for Pay Program

On or after October 1, 1995, at the employee's option, unused special vacation may continue to be taken as time off, subject to prior Management approval, or may be converted to pay. An employee electing payment for any portion of the employee's special vacation balance, may submit a request to Management, and within 45 days of that

request, shall be paid at the workday pay rate then in effect for the employee. Any employee who terminates County employment shall be paid upon termination at the workday rate then in effect for any remaining special vacation granted pursuant to this Article. It is understood that the Board of Supervisors may direct at any time prior to termination that some or all employees be paid at the workday pay rate then in effect for the employee for some or all of the unused special vacation.

Section 3. Step Advances

- a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation.

The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel, fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.
 - (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section.

In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 4

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX B

OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. **LIGHTING**

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. **GLARE**

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. **KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS**

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. **MAINTENANCE**

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX CEMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT**Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave; most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to: Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

SWHa

U.S. Wage and Hour Division

WHD Publication 1420 Re., ised January 2009

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE A"PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

2218 Kausen Drive, Ste. 100,
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320
Fax (916) 478-7329 www.dfeh.ca.gov



"NOTICE B"

FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number

DFEH-100-21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

SEIU, LOCAL 721, CTW, CLC
ATHORIZED REPRESENTATIVES

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By  _____
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

By  _____
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
SOCIAL SERVICES INVESTIGATORS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of
the County of Los Angeles (hereinafter referred
to as "County")

AND

SEIU, Local 721, CTW, CLC, (hereinafter
referred to as "Union").

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Los Angeles County Employees Association, SEIU, Local 721, and Social Services Union, SEIU, Local 535, were certified on May 26, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. 27-70) as the majority representative of County employees in the Social Services Investigators Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. On April 27, 1989, the County's Employee Relations Commission amended this certification and certified the Los Angeles County Employees Association, SEIU, Local 721, as the majority representation of this Unit. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007, transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU, Local 721 and SEIU, Local 535. Management hereby recognizes SEIU, Local 721, as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Management agrees to recognize SEIU, Local 721, as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and SEIU, Local 721, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Boulevard, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU, Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOUs. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOUs.

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU, Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721 representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating

the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of

individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established

procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
- 6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
 - 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
 - 8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.

9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.
11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVERSection 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend

to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3. Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4. Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the

additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.

- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDYSection 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific

provision of this agreement. Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCESection 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

- Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

- FLSA Exempt employees must request EVTO in full work day increments.

- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

- EVTO is not available to employees on any other paid or unpaid leave.

- Department Heads may continue to approve other unpaid leave of absences.

- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKINGSection 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with SEIU, Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring

as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human

Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 SEIU, LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a SEIU, Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all SEIU, Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721 shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDSSection 1.

Management will furnish adequate bulletin board space to SEIU, Local 721 where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721 recreational, Social and related SEIU, Local 721 news bulletins;
- B. Scheduled SEIU, Local 721 meetings;
- C. Information concerning SEIU, Local 721 elections or the results thereof;
- D. Reports of official business of SEIU, Local 721 including SEIU, Local 721 Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTH

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. SEIU, Local 721, will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees, in the course of performing their regularly assigned duties, to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter in writing or verbally in case of pressing emergency to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or his representative is not satisfied with the response of the safety officer, SEIU, Local 721, may consult with the Chief of Disability Benefits, Health and Safety of the Chief Administrative Office or his designate. A representative of such Branch shall respond to the department head and Local SEIU, Local 721, within ten (10) days.

If SEIU, Local 721, is not satisfied with the response of the Chief of Disability Benefits, Health and Safety, the issue may be taken within ten (10) days to arbitration as set forth in Article 9. During such ten (10) days, consultation between the department head and SEIU, Local 721, will take place.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities.

Section 3.

Management and SEIU, Local 721, mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4.

Department of Public Social Services and Department of Children and Family Services Management will make every reasonable effort to ensure the availability of training in the area of Aids Education.

Section 5.

Within 90 days from the implementation of this Memorandum of Understanding, Management and the Union will meet and consult on the departments' Disaster

Preparedness Plans and workplace violence. Such consultation may include the discussion of emergency evacuation plans, the provision of emergency supplies, the scheduling of disaster preparedness drills, and such workplace violence issues as providing adequate security measures for staff, recognizing potential threatening situations, providing escort services for employees working at night or in remote areas, and preparing a workplace procedures guide to help minimize violence in the workplace.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (E-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICESSection 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2 Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDSSection 1. Legal Rights of Shop Steward

Management recognizes that SEIU, Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721 may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by SEIU, Local 721.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding

Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 RE-ENGINEERING AND WELFARE REFORM

Section 1. Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals. Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2. Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3. Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4. Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.

- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.

- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.

- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.

- F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5. Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.
- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.
- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.

- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resources office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.
- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.
- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.
- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County". This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6. Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 7. Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.
2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).
2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.
4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify SEIU, Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with SEIU, Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8. Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9. Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10. DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;

- Study methodology including but not limited to study guides and practice skills labs;

- Study time and remediation; and

- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42 WORK SCHEDULEPurpose

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. For the purpose of work schedules, the normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15 minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within general area as prescribed by Management.

B. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section D), employees' work schedules shall not be changed without written notice to the employee at least five (5) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective.

C. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

D. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

E. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

F. The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same work week. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same work week.

G. Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

ARTICLE 43 CONSULTATION

The parties agree to review and consult on training, and staffing in conforming with the provisions of Section 6(A) of the Employee Relations Ordinance.

County Management agrees to meet, upon request, with Local 721 on items which could result in erosion of this bargaining unit because of the establishment of new class or classes.

Management agrees that training programs will not be established to deprive qualified employees of higher earnings.

Caseload Productivity Committee

Within 90 days from the effective date of the implementation of this agreement, Department of Public Social Services Management and the Union will convene a caseload productivity committee to consult on methods used for counting caseloads which are justified by yardstick, review available computer case count reporting systems and discuss possible welfare related forms which could be eliminated or replaced.

Within 90 days from the effective date of the implementation of this agreement, Department of Children and Family Services Management and the Union will convene a caseload productivity committee to consult on methods used for counting caseloads which are justified by yardstick, review available computer case count reporting systems and discuss possible foster care related forms which could be eliminated or replaced.

Three (3) Eligibility Workers from the negotiating committee and one (1) Staff Person from Local 721 will meet in conjunction with each of the Unit 731 Caseload Productivity Committees.

ARTICLE 44 CASELOADSSection 1. Definitions

- A. Workload is the number of employee hours which represents work effort required to successfully complete a given quantity of tasks. These employee hours may represent individual, group, unit, district, division, or departmental employee work efforts.
- B. In the intake aid categories, caseload is a number representing the quantity of new cases assigned during a report month to an individual, group, unit, district, division or department of employee(s).

In the approved aid categories, caseload is a number representing the quantity of cases permanently assigned at a specific point in time in a report month to an individual, group, unit, district, division or department of employee(s).

In the approved aid categories, case-month is a number representing the number of cases assigned to an employee during a report month and the number of cases assigned to him in previous months for which he continues to be responsible.

- C. Yardstick is a number used by Management to budget employee months each fiscal year.

- D. Quarterly caseloads listed in Section 2 of this Article shall be the average number of cases carried by an employee per quarter.
- E. Report Month is the period beginning on the first day of the month through the last day of the month as in a calendar month.

Section 2. Caseload Assignments

Management will assign caseloads based on the needs and level of service determined by the County of Los Angeles. It is Management's effort to assign caseloads so that the following quarterly caseloads are not exceeded:

<u>Intake Aid Categories Caseload</u>	<u>Quarterly Purposes</u>	<u>Monthly Maximum Caseload for Disciplinary</u>
AFDC-FG (Standard)	123	37
Refugee Resettlement	105	32
AFDC-U (Standard)	123	37
General Relief (Screener)	2139	648

<u>Intake Aid Categories Caseload</u>	<u>Quarterly Purposes</u>	<u>Monthly Minimum Caseload for Disciplinary</u>
Foster Care	123	37
Food Stamps/Medi-Cal Combined	168	51
General Relief (Regular)	138	42
Special Circumstances	87	26
MAO Foster Care	318	96
Food Stamps	168	51
Medi-Cal	168	51

<u>Approved Aid Categories Caseload</u>	<u>Quarterly Purposes</u>	<u>Case-Month Maximum For Disciplinary</u>
Food Stamps (NPA)/Medi-Cal Combined	474	143
GR Employable	324	98
GR Unemployable	600	181
GR Board & Care	561	170
GR Needs Special Assistant (NSA)	681	206
AFDC-FG (Regular)	561	170
AFDC-FG (EI)	333	101

<u>Approved Aid Categories Caseload</u>	<u>Quarterly Purposes</u>	<u>Case-Month Maximum For Disciplinary</u>
AFDC-FG (GAIN)	462	140
AFDC-U	459	139
AFDC-U (GAIN)	459	139
AFDC-Foster Care	591	179
Incap. Parent	480	145
Step Parent	333	101
Non-Earned Income	486	147
High Risk	312	94
MNO-Family	639	194
SSI/SSP Medi-Cal Cards	3027	917
MNO-Adult	954	289
SSI/SSP Medi-Cal Inquiries	1188	360
MI Standard	822	249
Combined Medi-Cal	711	215
Refugee Resettlement	600	181
Medi-Cal Long Term Care	1509	457
MAO Foster Care	1980	600

<u>Approved Aid Categories Caseload</u>	<u>Quarterly Purposes</u>	<u>Case-Month Maximum For Disciplinary</u>
Food Stamps (NPA)	750	227
Wage/SSI (Active cases)	336	102
Wage/SSI (Term./Denied)	621	188
DADS	285	86
Asset	285	86

Management will grant case count credit for approved cases held in Intake beyond sixty (60) days from application or implementation of this Article, whichever is later, and are not caused by employee delays. Prorated credit shall be based on the approved quarterly caseloads listed in this article.

Management shall adjust all caseloads at least quarterly. Management will make every reasonable effort to credit an employee's caseloads in the following quarter when the caseload exceeds the quarterly caseload numbers listed. In no instances shall such adjustment be made by Management later than the second quarter following the excess. Quarters are defined as calendar quarters (April, July, October, and January). Caseload adjustment will begin with the October 1985 quarter.

It is Management's effort to assign caseloads for employees returning from approved leaves of absence of five or more days, as follows:

Intake:

Quarterly Caseload Number divided by the number of working days in the quarter multiplied by actual number of days worked by the employee in the quarter.

Approved:

New cases will not be assigned to an approved Eligibility Worker during the period when the employee is on approved leave of five (5) or more days.

Management will count food stamps/Medi-Cal intake caseloads as follows:

If an application for both aid categories is taken on the same date, the employee will be granted a case count credit of (1). If an application for each aid category is taken on different dates, the employee will be granted an additional case count credit of (1).

Management shall not take disciplinary action, including but not limited to suspension, reduction, discharge, or prepare any written reprimands, warnings, or reprimands, or make negative reference on performance evaluations due to inadvertent errors directly related to determination of eligibility, correct grant computations or case maintenance due to the employee's inability to complete all the tasks associated with the employee's assigned cases directly related to determination of eligibility, correct grant computations or case maintenance, if

such errors or omissions occur in a month in which the employee's caseload exceeds the Monthly Maximum Caseload for Disciplinary Purposes or the Case Month Maximum for Disciplinary Purposes applicable to the Aid Category to which he is assigned, as specified in this section. Nothing herein shall be construed to limit Management's ability to determine the priorities of an employee's case tasks.

Local 721 and Management mutually agree that there are several caseload controls, which when implemented by Management, will provide protection for case carrying employees and flexibility necessary to manage the department.

Section 3. Specialization

When Management assigns caseloads resulting from the specialization of an intake or approved function of an aid category listed, or when Management assigns caseloads resulting from combinations of the intake or approved functions of aid categories listed, Management will adjust an employee's caseload to maintain an equitable workload relative to the workload of those employees assigned to an intake or approved function of related aid categories listed.

Section 4. External Change

When changes in caseload or major changes in workload result from Federal or State legislative/regulatory changes, Management will implement such changes.

Management will advise Local 721 within 30 days after Management is notified of such changes. At the time when Management notifies the Union, Management will make available to the Union, copies of the Federal or State legislation/regulations which necessitate revision in the caseload. If the Union wishes to negotiate with Management regarding the impact of the change on employees affected by such implementation, the Union shall notify Management's authorized agent within ten (10) working days from the receipt of such notice.

Section 5. Internal Change

When changes in caseload or major changes in workload result from Management work systems and/or measurement studies, Management will notify the Union of the results of such studies prior to implementing the change. If the Union wishes to negotiate with Management regarding the impact of the change on the employees affected by such implementation, the Union shall notify Management's authorized agent within ten (10) working days from the receipt of such notice.

Section 6. Changes in Yardstick

Management agrees not to implement any changes in yardsticks for aid categories listed in this Article 18 without first notifying the Union. If the Union wishes to consult with Management regarding the impact of the proposed change on the employees affected thereby, the Union shall notify Management's authorized agent within ten (10) working days from receipt of such notice. Consultation shall commence forthwith.

Section 7. DPSS Committee

Within 90 days from the implementation of this MOU, DPSS Management and the Union will convene a committee to meet and consult on: Methods of reducing the workload; systems and work measurement studies; and elimination of combo files. The committee shall be comprised of representatives from Management, 4 employees, and 1 Local 721 staff member.

The purpose of the committee shall be to submit recommendations mutually agreed upon to the department head no later than 60 days following the first meeting.

Section 8. DCFS Caseload Labor Management Committee

Upon completion of the caseload and workload study directed by the DCFS Caseload Labor Management Committee, the County and the Union agree to reopen this article only for the purpose of negotiating new caseload and workload standards.

ARTICLE 45 POSTING OF NOTICES

Notice of Civil Service examinations will be posted by Management within a reasonable time, after receipt by them of such notices, on a bulletin board or boards designated expressly for this purpose. Notices may also be posted electronically.

Employees who desire information about current DPSS job openings may call the 24-hour job information number at (213) 639-5520.

DCFS Employees who desire information about current DCFS job openings may call the Exams Unit (213) 351-5898, or go to lakids.dcms.lacounty.gov.

Information on countywide openings may be found at dhr.lacounty.info. Transfer opportunities may be accessed via the County Intranet at transopp.co.la.ca.us.

Nothing in this article obligates the County to continue the above mentioned telephone services.

ARTICLE 46 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his employment as an employee of County, and County will pay any judgment so rendered against the employee.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

ARTICLE 47 AFFIRMATIVE ACTION

The Department of Public Social Services agrees that Management shall convene a Department Affirmative Action Committee quarterly at the request of the Employee Organizations. The committee shall be limited to five Management representatives and five employee representatives, with a maximum of two Union representatives acting in an advisory capacity only.

All recommendations that are mutually agreed to by the Management and employee representatives shall be implemented by the department.

ARTICLE 48 TRANSFERSection 1. Voluntary Transfers - DPSS

An Eligibility Worker who desires to effect a transfer from one office to another office within the Department shall submit a typed memo in triplicate addressed to the Bureau Headquarters indicating where he desires to transfer for each request. Requests for transfer will only be considered if the employee has at least 12 months of service at the current office as an Eligibility Worker and the employee's last rating of performance is competent or better. All copies of the transfer request shall be submitted to his current office head. The office head will indicate on the request for transfer the employee's continuous service date, length of service as an Eligibility Worker at the current office and certified bilingual skills if any.

The office head will forward the transfer request to the Bureau and receiving Division Headquarters with a copy to the employee. If the employee does not meet the above transfer criteria, all copies of the transfer request will be returned to the employee with the reason for denial.

Transfer requests forwarded to the Bureau and Division Headquarters shall be valid only for the fiscal year in which filed.

It is understood by the parties that employees requesting transfers to any outstation district (such as CMEP and Medi-Cal) or district within a sub-office may be placed wherever the need/vacancy exists and not necessarily at the location of the district headquarters or sub-office.

During the months of September, December, March, and June, Management will review transfer requests on file at Bureau Headquarters and office vacancies and initiate transfers of the most senior employees providing certified bilingual skills are not required. Should Management determine that bilingual skills are required more in the receiving office than the sending office, the most senior bilingual employee will be eligible for transfer. In the event an eligible employee is placed on improvement needed or no longer desires voluntary transfer, his name shall be removed from the list for a period of six months after which time he will be eligible to request transfer in accordance with Section 1 of this Article.

An employee who no longer desires a voluntary transfer shall submit a written notice to his or her supervisor requesting the removal of his or her name from the list no later than the first of the month prior to the month of the transfer request review listed above. Transfers will be effected as expeditiously as possible and will be done prior to any new hiring of Eligibility Workers.

During the months of September, December, March, and June, once hiring authority has been received and office vacancies identified, employees deemed eligible for transfer and who had been denied a transfer in the transfer match that preceded the hiring authority would be allowed the opportunity to fill one of the vacant positions, providing that the bilingual needs of the sending and receiving offices are met.

The vacant position must be at an office that the employee has documented as one to which he/she would like to transfer. At the time of processing, new hires will be assigned to offices that have vacancies after existing employees have been granted transfers as specified above.

It is understood that this Section does not modify Management's right to promote an eligible employee who is working in the office where the vacancy occurs.

During emergencies or when vacancies occur as a result of opening new facilities, altering or reorganizing programs or when vacancies exceed 5% as a result of the transfer from the sending office, the provisions of this Section shall be applied only to the degree practicable.

For the purpose of this Section, seniority shall be based upon continuous service in the classification and within the Department.

Management will make every reasonable effort not to reassign a Steward who objects to reassignment, if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

Section 2. Involuntary Transfers - DPSS

The provisions of Department of Public Social Services Personnel Manual Sections 11915 through 11918 shall be applied and incorporated into this section. Bilingual employees will not be automatically exempt.

Management will make every reasonable effort not to transfer a Steward who objects to transfer, if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

An employee who is involuntarily transferred may request to transfer to another district without meeting the 12 month service requirement in the new district, as stated in Section 1. Such an employee must meet the remaining conditions in Section 1 to request to transfer, including having at least 12 months of service in the district from which the employee was involuntarily transferred.

Section 3. Department of Children and Family Services – Voluntary Transfers

Eligibility Workers and Human Services Aides who desire to effect a transfer from one office to another office within the Department shall submit a “request for transfer” to DCFS Human Resources, indicating the employee’s first, second and third choices for transfer.. Requests for transfer will only be considered if the employee has at least twelve (12) months of service at the current office as an Eligibility Worker or Human Services Aide, and if the employee’s last rating of performance is competent or better.

If the employee does not meet the above transfer criteria, the transfer request will be returned to the employee with the reason for denial. If the employee does meet the transfer criteria, the Office Head will forward the transfer request to the Human Resources Division. Transfer requests shall be valid for twelve (12) months from the date filed.

Careful consideration shall be given to all transfer requests and management will make every effort to honor first choice requests. However, first choice requests may not always be granted. In some cases, the transfer request will be to the second or third choice, depending on the needs of the operation. It is agreed by the parties that adequate staffing must be maintained in every office. Therefore, when vacancies would exceed 5% as a result of the transfer from the sending office, the provisions of this Section shall be applied only to the degree practicable.

An employee who no longer desires a transfer shall submit a written notice to the Human Resources Division requesting the removal of his or her name from the list. This written notice must be received by Human Resources prior to the processing of written notification that the employee's transfer request has been granted.

Transfer requests will be reviewed and considered prior to any new hiring of Eligibility Workers. It is understood that this section does not modify Management's right to promote an eligible employee who is working in the office where the vacancy occurs.

For the purpose of this section, the following factors shall be taken into consideration prior to transfers being effected:

- Staffing allocations/workload in the office
- Date of transfer request
- County service date

Section 4. Department of Children and Family Services – Involuntary Transfers

Involuntary transfers will be made in accordance with departmental policy. Management will make every reasonable effort not to transfer a steward who objects to transfer, if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

An employee who is involuntarily transferred may request to transfer to another office without meeting the 12 month service requirement in the new office , as stated in Section 3. Such an employee must meet the remaining conditions in Section 3 to request to transfer, including having at least 12 months of service in the office from which the employee was involuntarily transferred.

Section 5 Special Circumstances

Management will promptly evaluate a request for a transfer to address special circumstances which affect the employee and/or family, such as verifiable, serious mental or medical problems, or documented domestic or workplace violence, and if determined by Management to be appropriate and feasible, Management will respond within ten (10) days and effect a transfer within thirty (30) days.

Under these circumstances, no transfer match is required.

ARTICLE 49

JOINT LABOR/MANAGEMENT COMMITTEE ON OFFICE
ERGONOMICS

The parties agree to continue to discuss and make recommendations regarding office ergonomics through the established Labor Management Ergonomics Advisory Committees in DPSS and DCFS.

DPSS and DCFS agree to continue their commitment toward training and educating employees on office ergonomics.

ARTICLE 50 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.
- B. The County will pay employees for any overtime worked at a rate of one and one-half (1½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
- C. Notwithstanding B. above, the parties agree that effective October 1, 1993 through and including June 30, 1994, employees shall receive compensatory time off (CTO), in lieu of pay, at a rate of one and one-half (1½) hours for each "hour worked" in excess of forty in one week. CTO shall be accrued to the maximums provided by FLSA. CTO in excess of these maximums shall be

compensated as provided by FLSA. CTO shall be available for the employee's use as it is credited. Such CTO may be taken off at the employee's request or shall be maintained on the books. An employee who requests use of this time shall be permitted to use the time off within a reasonable period after making the request, if it does not unduly disrupt the operations of the department.

On or after August 1, 1995, at the employee's option, CTO remaining on the books may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

The parties agree that between October 1, 1993, and June 30, 1994, employees shall receive CTO, in lieu of pay, at the straight time rate for all non-FLSA overtime worked.

From July 1, 1994, through and including June 30, 1995, the Board of Supervisors may pay for CTO accrued between October 1, 1993, and June 30, 1994, at the rate of pay then in effect for the employee.

The parties agree that all overtime worked on or after July 1, 1994, shall be subject to the overtime provisions in effect on September 30, 1993.

Section 2. Usage of Non-FLSA Earned Compensatory Time

- A. Employee shall not be directed by Management to take compensatory time off without at least ten (10) business day's notice or be denied a timely request to take such time off. Requests for time off will be approved based on the needs of the service determined by Management.
- B. With prior approval of departmental Management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. Saving Clause

If during the term of this agreement the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

Section 5.

An employee who works a four (4) day - 40 hour week schedule or a nine (9) day - 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

Section 6.

For employees in the Department of Children and Family Services only, effective July 1, 1994, any employee who works in excess of 40 hours in one week, may, at his or her option, either receive pay at the rate of one and one-half times his or her regular rate of pay or receive compensatory time off at the rate of one and one-half hour off for each hour of overtime worked, to a maximum of 54 hours worked. Employees may request to take such accrued time off, subject to Management approval. Management shall not unreasonably deny a request to take accrued overtime off.

ARTICLE 51 SPECIAL PAY PRACTICES

Section 1. Night Shift Differential

Evening shift employees shall receive a premium of forty-five cents (\$.45) per hour. The evening shift is a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m.

Night shift employees shall receive a premium of forty-five (\$.45) per hour. The night shift is a shift at least five-eighths of which falls between the hours of 9:00 p.m. and 8:00 a.m.

Section 2. Call Back

Whenever an employee is unexpectedly ordered by his Department Head or designated Management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

ARTICLE 52 SALARIESSection 1. Recommended Salary Adjustment

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9178	ELIGIBILITY WORKER I	CURRENT	N3MV	63F	2623.82	3163.64
		12/13/2013	N3MV	64C	2675.27	3225.82
		10/01/2014	N3MV	64L	2728.36	3289.09
		02/01/2015	N3MV	65H	2781.45	3354.27
9179	ELIGIBILITY WORKER II	CURRENT	N3MW	68A	2962.00	3669.00
		12/13/2013	N3MW	68J	3020.91	3742.45
		10/01/2014	N3MW	69F	3080.27	3816.36
		02/01/2015	N3MW	70C	3140.45	3891.09
9177	ELIGIBILITY WORKER III	CURRENT	NMW	70A	2808.00	3872.00
		12/13/2013	NMW	70J	2864.00	3948.36
		10/01/2014	NMW	71F	2920.00	4026.55
		02/01/2015	NMW	72C	2976.73	4106.36
8995	HUMAN SERVICES AIDE	CURRENT	NM	67L	2655.64	3469.73
		12/13/2013	NM	68H	2708.45	3538.45
		10/01/2014	NM	69E	2761.55	3607.91
		02/01/2015	NM	70B	2815.00	3678.18
9159	PROPERTY SERVICES ADVISOR	CURRENT	NM	68G	2701.82	3529.82
		12/13/2013	NM	69D	2754.91	3599.18
		10/01/2014	NM	70A	2808.00	3669.00
		02/01/2015	NM	70J	2864.00	3742.45

Section 2. Step Advances

- a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed

by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department head in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
 - (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.

- (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days.

Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

- d. During the term of this agreement, should any change be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award of the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 4. Vacation For Pay ProgramA. Special Vacation Usage

Any special vacation earned during the period from October 1, 1993 through June 30, 1994 may be used with the prior approval of Management.

B. Payoff of Special Vacation

On or after August 1, 1995, at the employee's option, unused special vacation may continue to be taken as time off, subject to prior Management approval, or may be converted to pay. An employee electing payment for any portion of the employee's special vacation balance, may submit a request to Management and, within 45 days of that request, shall be paid at the workday pay rate then in effect for the employee. Any employee who terminates County employment shall be paid upon termination at the workday rate then in effect for any remaining special vacation granted pursuant to this article. It is understood that the Board of Supervisors may direct at any time prior to termination that some or all employees be paid at the workday pay rate then in effect for the employee for some or all of the unused special vacation.

Section 5.

The parties agree that the County will conduct a classification study of positions currently allocated to the classes of Eligibility Worker I, II, and III. The primary purpose of the study is to determine if classification changes are indicated due to the implementation of Welfare Reform, and in the Department of Children and Family Services, due to the creation of the Technical Assistant assignment.

The County and the Union will meet and consult regarding study methodology. The study will take place on September 1, 1998 or on a later date to which the parties mutually agree. The County will meet with the union on or before December 1, 2000, to provide the findings on the classification study.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX B**OFFICE ERGONOMIC GUIDELINES**

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. LIGHTING

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. GLARE

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. **MAINTENANCE**

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX CEMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT**Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29

C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

SWHa

U.S. Wage and Hour Division

WHO Publication 1420 Re., ised January 2009

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE A"PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Ste. 100,
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320 Fax
 (916) 478-7329 www.dfeh.ca.gov

"NOTICE B"

FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND
PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number

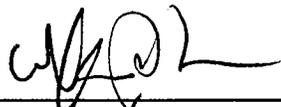
DFEH-100-21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By 
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISORY SOCIAL SERVICES INVESTIGATORS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of
the County of Los Angeles (hereinafter referred
to as "County")

AND

SEIU, Local 721, CTW, CLC (hereinafter
referred to as "Union").

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SIGNATURE PAGE i

ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Joint Council of Los Angeles County Employees Association, SEIU, Local 721 and Social Services Union, SEIU, Local 535, was certified on May 26, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. 27-70) as the majority representative of County employees in the Supervisory Social Services Employees Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission.

On June 21, 1991, the County's Employee Relations Commission divided the Unit into two separate bargaining units (UM 3-91), and on July 19, 1991, the Commission amended this certification and certified Los Angeles County Employees Association, SEIU, Local 721 as the majority representative of this unit. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007, transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU, Local 721 and SEIU, Local 535. Management hereby recognizes SEIU, Local 721 as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management agrees to recognize SEIU, Local 721 as the exclusive representative of the employees in said Unit when County rules, regulations, or laws are amended and SEIU, Local 721, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Boulevard, Suite 100, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term, and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOUs. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOUs

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating

the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.
5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose
Recognition
Non-Discrimination
Implementation
Term
Renegotiation
Safety and Health
Payroll Deductions and Dues
Authorized Agents
Provisions of Law
Workplace Retraining
New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.

7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.

8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.

- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of

individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations

may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
 8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
 9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
 10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award

requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination
 - Implementation
 - Term
 - Renegotiation
 - Safety and Health
 - Payroll Deductions and Dues
 - Authorized Agents
 - Provisions of Law
 - Workplace Retraining
 - New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

An employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected

employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and

- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees

subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3. Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4. Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such

employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the

additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTSSection 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDYSection 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific

provision of this agreement. Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

- Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

- FLSA Exempt employees must request EVTO in full work day increments.

- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

- EVTO is not available to employees on any other paid or unpaid leave.

- Department Heads may continue to approve other unpaid leave of absences.

- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as

ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.

Section 4.

All County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human

Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDS

Section 1.

Management will furnish adequate bulletin board space to SEIU, Local 721 where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721 news bulletins;
- B. Scheduled SEIU, Local 721 meetings;
- C. Information concerning SEIU, Local 721 elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721 Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTH

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. SEIU, Local 721, will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment and conditions and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter in writing to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or his representative is not satisfied with the response of the safety officer, SEIU, Local 721, may consult with the Chief of Disability Benefits, Health and Safety of the Chief Executive Office or his designate. A representative of such branch shall respond to the department head and SEIU, Local 721, within ten (10) days.

If SEIU, Local 721, is not satisfied with the response of the Chief of Disability Benefits, Health and Safety, the issue may be taken within ten (10) days to arbitration as set forth in Article 11. During such ten (10) days, consultation between the department head and SEIU, Local 721, will take place.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work sites.

Section 3.

Management and SEIU, Local 721, mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4.

Department of Public Social Services and Department of Children and Family Services Management will make every reasonable effort to ensure availability of training in the area of Aids Education.

Section 5.

Within 90 days from the implementation of this Memorandum of Understanding, Management and the Union will meet and consult on the departments' disaster preparedness plans and workplace violence. Such consultation may include the discussion of emergency evacuation plans, the provision of emergency supplies, the scheduling of disaster preparation drills, and such workplace violence issues as providing adequate security measures for staff, recognizing potential threatening

Situations, providing escort services for employees working at night or in remote areas, and preparing a workplace procedures guide to help maintain a safe workplace. For employees in threatening situations (including verbal threats from participants) contact will be made to the appropriate law enforcement agency immediately.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (E-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICESSection 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2 Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDSSection 1. Legal Rights of Shop Steward

Management recognizes that SEIU, Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by SEIU, Local 721.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be

made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 660 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 42 WORK SCHEDULESPurpose

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. For the purpose of work schedules, the normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15 minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within general area as prescribed by Management.

B. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section D), employees' work schedules shall not be changed without written notice to the employee at least five (5) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective.

C. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

D. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

E. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

F. The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same work week. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same work week.

G. Alternative Work Schedules

Employees shall be allowed to request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

ARTICLE 43 CONSULTATION AND TRAINING

Section 1. Consultation

The parties agree to meet and consult on training, staffing and task and standards in conforming to the provision of the Employee Relations Ordinance, or the County Code. Management agrees to meet, upon request, with Local 721 on items which could result in the erosion of this bargaining unit because of the establishment of a new class or classes. It is Management's intent to provide Local 721 with at least ten (10) business days' notice prior to effecting a change in a class specification.

Section 2.

Management may allow the use of up to eight (8) hours of flex time per week, provided that management has determined that adequate coverage is available, to employees pursuing job related degrees as deemed by Management to be in the best interests of the Department/County. "Flex time" is defined as time taken off, and made up during the work week to stay within the 40-hour limit.

Section 3. Eligibility Supervisor Training

In order to reduce errors and improve productivity, when an Eligibility Supervisor is reassigned to an aid category requiring training, it is Management's intent to provide training within a reasonable time frame.

Section 4. Considerations

The provisions of this Article are subject to budget and staffing considerations.

Section 5.

The Department of Public Social Services and the Department of Children and Family Services Management will make every reasonable effort to insure the availability of in-service training in areas that relate to the function of the jobs covered by this Memorandum of Understanding. Training may include, but is not limited to AIDS, Elder Abuse, Child Abuse, Stress Management, Mental Health, and First Aid.

Section 6. Educational Advisory Task Force

Upon the written request of Local 721, the parties agree to create a Unit 732 Educational Advisory Task Force comprised of representatives from Local 721 and county management to study departmental training needs, and recommend educational and tuition reimbursement programs to management.

Employees may request County time to attend job-related training. When such County time is granted, management will endeavor to equitably distribute such time.

Educational programs developed pursuant to this section shall be open to all employees covered by this MOU who have successfully completed their initial probationary period and are rated competent or above on the current performance evaluation.

This section shall expire on September 30, 2011.

ARTICLE 44 CASELOADSSection 1. DPSS Assignments

The following yardsticks will remain in effect until the termination of this Memorandum of Understanding as stated in Article 7, Term:

Eligibility Supervisor Intake (Medi-Cal) - Pure	8:1*
Eligibility Supervisor Intake (General Relief)	7:1*
Eligibility Supervisor Intake	7:1*
Eligibility Supervisor Approved	8:1*
Eligibility Supervisor Approved (Medi-Cal) - Pure	9:1*

*Includes one Unit Clerk

Prior to implementation, should Management decide to change yardsticks, Management will notify SEIU, Local 721. If SEIU, Local 721 wishes to negotiate with Management regarding the impact of the change on employees affected, SEIU, Local 721 shall notify Management's authorized agent within ten (10) working days from the receipt of such notice.

Management shall not take disciplinary action, including but not limited to suspension, reduction, discharge, or prepare any written grams, warnings, or reprimands, or make negative reference on performance evaluations due to inadvertent case errors or omissions or the employee's inability to complete all the tasks associated with the

Supervisor's current assignment, when the supervisor ratio exceeds by one the yardstick listed for a period of 30 consecutive calendar days. Such protection will apply until such time as the supervisor ratio reflects the above yardsticks. Nothing herein shall be construed to limit Management's ability to determine the priorities on an employee's tasks.

Section 2. Caseload Productivity Committee

Within 90 days from the effective date of the implementation of this agreement, DPSS Management and the Union will convene a caseload productivity committee to consult on methods used for counting caseloads which are justified by yardstick, review available computer case count reporting systems and discuss possible welfare related forms which could be eliminated or replaced.

The Union shall have three employees from the negotiating committee plus one Union staff member from Local 721 on the caseload productivity committee.

Section 3. Department of Children and Family Services - (DCFS)

Upon completion of the caseload and workload study directed by the DCFS Caseload Labor Management Committee, the County and the Union agree to reopen this article only for the purpose of negotiating new caseload and workload standards.

ARTICLE 45 POSTING OF NOTICES

Notice of Civil Service examinations will be posted by Management within a reasonable time, after receipt by them of such notices, on a bulletin board or boards designated expressly for this purpose.

Employees who desire information about current DPSS job openings may call the 24-hour job information number at (213) 639-5520.

Employees who desire information about current DCFS job openings may call the 24-hour job information number at (213) 351-6417 or for additional information, (213) 351-5898.

Nothing in this article obligates the County to continue the above mentioned telephone services.

ARTICLE 46 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his employment as an employee of County, and County will pay any judgment so rendered against the employee.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

ARTICLE 47 AFFIRMATIVE ACTION

The Department of Public Social Services and Children and Family Services agree that Management shall convene a Departmental Affirmative Action Committee composed of an equal number of Management representatives and employee representatives (selected from various interested employee organizations representing employees in the department). All recommendations that are mutually agreed to by the Management and employee representatives shall be implemented by the department.

ARTICLE 48 TRANSFERSSection 1. Voluntary Transfers - DPSS

An employee who wants to effect a transfer from one office to another office within the Department shall submit a typed memo in quadruplicate addressed to the Division/Region Headquarters indicating where he/she desires to transfer for each request. Requests for transfer will only be considered if the employee has at least twelve (12) months of service at the current office as a supervisor and the employee's last rating of performance is competent or better.

All copies of the transfer request shall be submitted to his/her current office head. The office head will indicate on the request for transfer the employee's length of service as a supervisor and his/her skills.

The office head will forward the transfer request to the receiving District, with a copy to Division/Region Headquarters and a copy returned to the employee. If the employee does not meet the above transfer criteria, all copies of the transfer request will be returned to the employee with the reason for denial.

Transfer request forwarded to the Division/Region Headquarters will be valid only for the fiscal year in which filed.

It is understood by the parties that employees requesting transfers to any outstation district (such as CMEP and Medi-Cal) or district with a sub-office may be placed wherever the need/vacancy exists and not necessarily at the location of the district headquarters or sub-office.

During the months of September, December, March, and June Management will review transfer requests on file and office vacancies and consider transfers of the most senior employees providing specialized skills are not required. In the event an eligible employee is placed on improvement needed, his/her name shall be removed from the list for a period of six months, after which time he/she will be eligible to request transfer in accordance with Section 1 of the article.

Requests on file during the review months cannot be altered or withdrawn. However, an employee who no longer desires a voluntary transfer shall submit a written notice to his or her supervisor requesting the removal of his or her name from the list no later than the first of the month prior to the month of the transfer request review listed above. Transfers will be effected as expeditiously as possible and will be done prior to any new hiring of supervisors.

Upon an employee's written request, Management will give a written response on the status of a pending transfer request. Such request may not be made more than twice in each fiscal year in which the request was filed.

During the months of September, December, March, and June, once hiring authority has been received and office vacancies identified, employees deemed eligible for transfer and who had been denied a transfer in the transfer match that preceded the hiring authority would be allowed the opportunity to fill one of the vacant positions, providing that the bilingual needs of the sending and receiving offices are met.

The vacant position must be at an office that the employee has documented as one to which he/she would like to transfer. At the time of processing, new hires will be assigned to offices that have vacancies after existing employees have been granted transfers as specified above.

It is understood that this Section does not modify Management's right to promote an eligible employee who is working in the office where the vacancy occurs.

During emergencies or when vacancies occur as a result of opening new facilities, altering or reorganizing programs, or when vacancies exceed 5% as a result of the transfer from the sending office, the provisions of this Section shall be applied only to the degree practicable. For the purpose of this Section, seniority shall be based upon continuous service in the classification and within the department.

Section 2. Involuntary Transfers - DPSS

The provisions of Department of Public Social Services Personnel Manual Sections 11915 through 11918 shall be applied and incorporated into this Article. Bilingual employees will not be automatically exempt.

Management will make every reasonable effort not to transfer a Steward who objects to transfer, if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

An employee who is involuntarily transferred may request to transfer to another district without meeting the 12-month service requirement in the new district, as stated in Section 1. Such persons requesting to transfer back to the office from which they were involuntarily transferred shall be given first consideration when filling vacancies.

Section 3. Department of Children and Family Services – Voluntary Transfers

Employees in this unit who wish to transfer from one office to another within the Department of Children and Family Services shall submit a written request to their Office Head, indicating the employee's first, second and third choices for transfer. The Office Head will indicate on the request for transfer the employee's continuous service date, length of service as an Eligibility Supervisor at the current office and certified bilingual skills, if any. Requests for transfer will only be considered if the employee has at least twelve (12) months of service at the current office as an Eligibility Supervisor and if the employee's last rating of performance is competent or better.

Management will evaluate the request based on staffing requirements and operational needs, and notify the employee of the decision. Should there be more than one employee requesting transfer to the same office for the same position, consideration will be given based on County seniority.

If the employee does not meet the above transfer criteria, the transfer request will be returned to the employee with the reason for denial. If the employee does meet the transfer criteria, the Office Head will forward the transfer request to the Human Resources Division. Transfer requests shall be valid for twelve (12) months from the date filed.

Careful consideration shall be given to all transfer requests and management will make every effort to honor first choice requests. However, first choice requests may not always be granted. In some cases, the transfer request will be to the second or third choice, depending on the needs of the operation. It is agreed by the parties that adequate staffing must be maintained in every office. Therefore, when vacancies would exceed 5% as a result of the transfer from the sending office, the provisions of this Section shall be applied only to the degree practicable.

An employee who no longer desires a transfer shall submit a written notice to the Human Resources Division requesting the removal of his or her name from the list. This written notice must be received by Human Resources prior to the processing of written notification that the employee's transfer request has been granted.

Transfer requests will be reviewed and considered prior to any new hiring of Eligibility Supervisors. It is understood that this section does not modify Management's right to promote an eligible employee who is working in the office where the vacancy occurs.

For the purpose of this section, the following factors shall be taken into consideration prior to transfers being effected:

- Staffing allocations/workload in the office
- Date of transfer request
- County service date

The process for transfer requests also applies to requests for changes in assignment as determined by Management to be appropriate and feasible.

Employees requesting a transfer from one office to another, or change within the same office to a new function within the Department of Children and Family Services, shall submit a written request to the Office Head who will review the request for compliance with the transfer criteria above and forward to Human Resources Division as appropriate. The approved list shall be posted on LA Kids. The request will include the employee's continuous service date and certified bilingual skills, if any. A copy of the request will be maintained by the office head. The approved transfer list will be reviewed prior to any new hiring.

Section 4. Involuntary Transfers – DCFS

Involuntary transfers will be made in accordance with departmental policy. Management will make every reasonable effort not to transfer a steward who objects to transfer, if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

An employee who is involuntarily transferred may request to transfer to another office without meeting the 12 month service requirement in the new office, as stated in Section 3. Such an employee must meet the remaining conditions in Section 3 to request to transfer, including having at least 12 months of service in the office from which the employee was involuntarily transferred.

A. Guidelines for Transfer of Staff

1. Voluntary requests shall be reviewed and considered first.
2. If there are not enough volunteers, involuntary transfers will be made by inverse County seniority.
3. Employees who are to be transferred will receive a written notice ten (10) business days prior to the involuntary transfer date.

Section 5. Special Circumstances

Management will promptly evaluate a request for a transfer to address special circumstances which affect the employee and/or family such as verifiable, serious mental or medical problems or documented domestic or workplace violence, and if

determined by Management to be appropriate and feasible, Management will respond within 10 days and effect a transfer within 30 days.

Under these circumstances, no transfer match is required.

ARTICLE 49 SEIU, LOCAL 721 REPRESENTATION

Section 1. Legal Rights of Shop Steward

Management recognizes that SEIU, Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledge that no Steward or Alternates shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section2.

Departmental Management will recognize employees designated by SEIU, Local 721 as representatives only upon receipt of a written list of the names and locations of the employees so designated. Within thirty (30) days of the date of this agreement, SEIU, Local 721 will furnish the departmental Management with such a list and will keep it current.

Employees not on such list will not be recognized as representatives. The number and location of representatives will be determined by agreement between the departmental Management and SEIU, Local 721.

Section 3

Representatives will be permitted reasonable time off without loss of pay for the investigation and processing of grievances up to and including the department head level or attend employee orientation meetings. This section does not preclude the

processing of a grievance by a representative at a higher level at the expense of SEIU, Local 721.

Section 4.

SEIU, Local 721 agrees that whenever investigation or processing of formal grievances is to be transacted during working hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized. Time spent on the investigation and processing of formal grievances will be recorded on a form provided by Management. When required to leave his work location to investigate or process a grievance, the representative shall report to his immediate supervisor and advise him of his intent. Permission to leave will be granted by the supervisor promptly unless the absence will cause a hardship upon the department which could not be alleviated without the representative's continued presence. In such case, the representative will be advised of an alternate time as soon as possible. Upon completion of the investigation or processing of the grievance, the representative will report back to his immediate supervisor whose responsibility it shall be to note the time of leaving and return to the department. Upon arriving at another work location, the representative shall inform the concerned supervisor of his presence and the reason therefore. Said supervisor will grant the employee involved permission to leave the job promptly unless the employee's absence from the work station would cause a hardship upon the department. In such event, the representative will be informed of a time most immediately following when the employee will be available.

ARTICLE 50 LABOR/MANAGEMENT COMMITTEE ON OFFICE ERGONOMICS

The parties agree to continue to discuss and make recommendations regarding office ergonomics through the established Labor Management Ergonomics Advisory Committees in DPSS and DCFS.

DPSS and DCFS agree to continue their commitment toward training and educating employees on office ergonomics.

ARTICLE 51 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

A. Non-Exempt Employees

The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. (Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.)

B. The County will pay employees for any overtime worked at a rate of one and one-half (1½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

C. Notwithstanding B above, the parties agree that effective October 1, 1993, through and including June 30, 1994, employees shall receive compensatory time off (CTO), in lieu of pay, at the rate of one and one-half (1½) hours for each "hour worked" in excess of forty in one week. CTO shall be accrued to the maximums provided by FLSA. CTO in excess of these maximums shall be

compensated as provided by FLSA. CTO shall be available for the employee's use as it is credited. Such CTO may either be taken off at the employee's request or shall be maintained on the books. An employee who requests use of this time shall be permitted to use the time off within a reasonable period after making the request, if it does not unduly disrupt the operations of the department.

On or after August 1, 1995, at the employees' option, CTO remaining on the books may continue to be taken as time off, subject to Management's approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

The parties agree that between October 1, 1993 and June 30, 1994, employees shall receive CTO, in lieu of pay, at the straight time rate for all non-FLSA overtime worked.

From July 1, 1994, through and including June 30, 1995, the Board of Supervisors may pay for CTO accrued between October 1, 1993 and June 30, 1994 at the rate of pay then in effect for the employee.

The parties agree that all overtime worked on or after July 1, 1994, shall be subject to the overtime provisions in effect on September 30, 1993.

Section 2. Usage of Non-FLSA Earned Compensatory Time

- A. Employee shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off. Requests for time off will be approved based on the needs of the service as determined by Management.
- B. With prior approval of departmental Management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost. Compensatory time shall be calculated as described in section 1C.

Section 3. Saving Clause

If during the term of this agreement the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same work/pay location. However,

Management may consider desired knowledge and experience in assignment of overtime under this provision.

Section 5.

An employee who works a four (4) day – 40-hour week schedule or a nine (9) day - 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

Section 6.

For employees in the Department of Children and Family Services and Public Social Services, any employee who works in excess of 40 hours in one week, may, at his or her option, either receive pay at the rate of one and one-half times his or her regular rate of pay or receive compensatory time off at the rate of one and one-half hour off for each hour of overtime worked, to a maximum of 64 hours worked. Employees may request to take such accrued time off, subject to Management approval. Management shall not unreasonably deny a request to take accrued overtime off.

ARTICLE 52 SPECIAL PAY PRACTICES

Section 1. Shift Differential

The evening and night shift differential for Eligibility Supervisors shall be \$0.90 per hour for the term of this agreement. The hours of an evening and night shift are defined in Section 6.10.020 of the County Code.

Section 2. Call-Back

Whenever an employee is unexpectedly ordered by his department head or designated Management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back. If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 3. Standby

Employees required by Management to remain available to return to work, at any time during specified hours outside their normal working hours, are eligible to receive \$0.55 per hour while on stand-by but not more than \$100.00 per month.

No additional compensation for stand-by status shall be made since the employee placed on stand-by status is not unreasonably restricted as defined by the Fair Labor Standards Act.

Section 4. Superior-Subordinate Pay

The Chief Executive Officer will authorize compensation for a supervisor at a rate of \$1.00 per month more than the base rate of his highest paid subordinate when the qualifying conditions are met as provided by Section 6.10.070 of the Los Angeles County Code.

Section 5.

In lieu of the Out-of-Class provisions set forth in Article 25, whenever an Eligibility Supervisor, Item No. 9181 is directed by a Human Services Administrator III to perform all of the significant duties of a Human Services Administrator I for more than thirty (30) consecutive calendar days for training purposes, the employee shall be paid a two (2) schedule bonus for the duration of the assignment, beginning on the 31st day.

Nothing herein shall be construed to modify the provisions of the Out-of-Class Article. Further, an Eligibility Supervisor receiving payment under this article shall not be entitled to the Out-of-Class bonus.

ARTICLE 53 SALARIESSection 1. Recommended Salary Adjustments

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9181	ELIGIBILITY SUPERVISOR	CURRENT	NMW	74A	3125.00	4313.00
		12/13/2013	NMW	74J	3186.82	4399.55
		10/01/2014	NMW	75F	3249.55	4487.45
		02/01/2015	NMW	76C	3313.36	4576.73
0918	STAFF ASSISTANT, PSS	CURRENT	NM	75E	3241.64	4239.82
		12/13/2013	NM	76B	3305.18	4323.82
		10/01/2014	NM	76K	3370.64	4410.36
		02/01/2015	NM	77G	3436.64	4498.55
9128	STAFF DEVELOPMENT SPEC, WELFARE	CURRENT	NM	85C	4218.91	5533.45
		12/13/2013	NM	85L	4302.55	5643.27
		10/01/2014	NM	86H	4388.73	5756.27
		02/01/2015	NM	87E	4476.36	5871.18

Section 2. Step Advances

- a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation.

The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.
 - (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.

- (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section.

In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 4. Vacation for Pay Program

A. Special Vacation Usage

Any special vacation earned during the period from October 1, 1993, through June 30, 1994, may be used with the prior approval of Management.

B. Payoff of Special Vacation

On or After August 1, 1995, at the employee's option, unused special vacation may continue to be taken as time off, subject to prior Management approval, or may be converted to pay. An employee electing payment for any portion of the employee's special vacation balance, may submit a request to Management and, within 45 days of that request, shall be paid at the workday pay rate then in effect for the employee. Any employee who terminates County employment shall be paid upon termination at the workday rate then in effect for any remaining special vacation granted pursuant to this Article. It is understood that the Board of Supervisors may direct at any time prior to termination that some or all employees be paid at the workday pay rate then in effect for the employee for some or all of the unused special vacation.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX B

OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. **LIGHTING**

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. **GLARE**

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. **KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS**

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. **MAINTENANCE**

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX CEMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT**Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:
Interfere with, restrain, or deny the exercise of any right provided under FMLA;
Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

SWHa
U.S. Wage and Hour Division

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320
Fax (916) 478-7329 www.dfeh.ca.gov

"NOTICE A"PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

2218 Kausen Drive, Ste. 100,
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320
Fax (916) 478-7329 www.dfeh.ca.gov



"NOTICE B"

FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA- eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number
DFEH-100.21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By  _____
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By  _____
WILLIAM T FUJIOKA
Chief Executive Officer
Chief Administrative Officer

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISING SOCIAL WORKERS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County")

AND

SEIU, Local 721, CTW, CLC (hereinafter
referred to as Union").

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SIGNATURE PAGE i

ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understanding between Management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise, under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours, and other terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Joint Council of Los Angeles County Employees Association, Local 660 and Social Services Union, Local 535, was certified on May 26, 1970 by County's Employee Relations Commission (Employee Relations Commission File No. 27-70) as the majority representative of County employees in the Supervisory Social Services Employees Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. On June 21, 1991, the County's Employee Relations Commission divided the Unit into two (2) separate bargaining units (Um 3-91), and on July 19, 1991, the Commission amended this certification and certified the Social Services Union, Local 535 as the majority representative of this unit. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007, transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU Local 660 and SEIU, Local 535. Management hereby recognizes SEIU, Local 721 as the certified majority representative of the employees in said unit. The term "employee" or "employees" as used herein shall refer only to employees employed by the County in said Unit in the classifications listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission. Management agrees to recognize SEIU, Local 721 as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and SEIU, Local 721, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

Section 1. Calendar for Negotiations

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term, and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature

of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.

- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large

number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
 8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
 9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
 10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within

sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond

the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3 Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4 Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5 Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit except that bargaining units 711 – Social workers, 723 – Children Social Workers and 777 – Supervising Social Workers, shall only be eligible for Choices Cafeteria Plans (Attachment A of the Coalition of County Unions Fringe MOU) during the term of this MOU.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to

this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTSSection 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A.. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign

employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDY

Section 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be

promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAM

Program Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

- Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

- FLSA Exempt employees must request EVTO in full work day increments.

- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

- EVTO is not available to employees on any other paid or unpaid leave.

- Department Heads may continue to approve other unpaid leave of absences.

- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORS

Section 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its

efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.

Section 4.

All County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

Each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT
COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDS

Section 1.

Management will furnish adequate bulletin board space to SEIU, Local 721 where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the

material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTH

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment.

Local 721 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment and conditions and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter in writing to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or his representative is not satisfied with the response of the safety officer, Local 721 may consult with the Chief of Disability Benefits, Health and Safety of the Chief Administrative Office or his designate. A representative of such branch shall respond to the department head and Local 721 within ten (10) days.

If Local 721 is not satisfied with the response of the Chief of Disability Benefits, Health and Safety, the issue may be taken within ten (10) days to arbitration as set forth in Article 30.

During such ten (10) days, consultation between the department head and Local 721 will take place.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities.

Section 3.

Management and Local 721 mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4. DCFS

- A. The parties agree to maintain, in conjunction with Unit 723, a Joint Departmental Union-Management Committee to develop recommendations on health and safety matters for employees in this bargaining unit. The committee may recommend training programs such as first aid, CPR training, self-defense, and street smarts. The committee will also look at issues such as notification to employees of known dangerous addresses, neighborhoods, and streets. The committee will address the issue of earthquake preparedness in each office, including making advisory recommendations for the acquisition of supplies. The specific content of these training programs will be determined by the Joint Union-Management Committee

which will make recommendations for implementation to the department head. The committee will meet monthly and shall consist of four Union and four management representatives.

- B. The committee will address the use of video display terminals (VDT) and computers and the importance of a properly designed working environment to maximize employee job performance and increase operational efficiency and productivity. The committee will make recommendations based on the Department of Human Resources (DHR) Policies, Procedures and Guidelines on ergonomics issued on March 30, 1999.
- C. The parties agree to form or maintain, in conjunction with Unit 723, a Joint Union-Management Safety and Health Committee in each office, upon the request of either party. Each committee shall be composed of no more than two management representatives and three (3) employee representatives from a certified employee organization.

The committee will examine health and safety issues affecting employees in this bargaining unit by office and make recommendations for implementation to the responsible management representative who has the authority to implement those recommendations. Upon written request of the Union, the committees may meet monthly.

The Union may designate one lead representative in each office where a joint committee is formed. If significant health and safety issues arise between scheduled meetings, Management will make reasonable effort to communicate with the designated lead representative.

- D. The lease and/or purchase of new VDT/computer equipment and accessories shall conform to Cal OSHA guidelines.

Section 5. Security Needs Assessment

The Departments of Public Social Services and Community and Senior Services agrees to request that the Office of Security Management and Chief Administrative Office conduct a security needs assessment of those facilities that do not currently have security guards. Based on available funding, it is management's intent to comply with recommendations of the Office of Security Management.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (e-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICES

Section 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2 Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and

reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDSSection 1. Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by SEIU, Local 721.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 42 WORK SCHEDULEPurpose

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

For the purpose of computing overtime, the work week for employees in the Unit is 40 hours of work in a seven consecutive day period as defined by Management. For the purpose of work schedules, the normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two fifteen (15) minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations.

B. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section D), employees' work schedules shall not be changed without explanation and written notice to the employee at least five (5) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written explanation and notice to the employee at least ten (10) working days prior to the date the change is to be effective.

C. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

D. Alternative Work Schedules & Telecommuting - Children and Family Services

1. No later than January 1, 1992, Management shall implement an alternative work schedules program at each facility with employees in this bargaining unit. Except as modified below, the program at each facility shall include 9/80 and/or 4/40 as well as a standard 5/40 shift. Management shall offer telecommuting to members of this bargaining unit on an as-needed basis determined by the office administrator which will include at least one day per month. Participation in telecommuting, 9/80 or 4/40 shall be strictly voluntary. The parties agree that staffing requirements at the Juvenile Court Services may impact the parameters of an alternative work schedule.

2. Alternative Work Schedules and Telecommuting - CSS

Within 60 days of approval of the Board of Supervisors of the terms and conditions of the 2007 Reopener, Management will implement an alternate work schedules program within each APS unit. The program for each case carrying unit (field operations) will include: 1) telecommuting and 2) 9/80. The program of each non-case carrying unit (Centralized Intake, Civic Center and After Hours) will include: 1) 9/80.

Any Social Services Supervisor (SSS) assigned to a case carrying unit who has completed his or her probationary period may request to telecommute and/or work a 9/80 schedule. Management will select those persons to participate in the alternate work schedules program and will determine the parameters of the program, including designation of Regular Days Off (RDO). All employees will be deemed eligible to participate in the alternate work schedules program unless management determines that the individual employee cannot effectively telecommute because of his/her skills, experience or prior performance.

For those SSSs assigned to case carrying units who elect to work a 9/80 schedule, management will allow one (1) telecommute day per month. SSSs assigned to case carrying units who work a 5/40 schedule will be allowed to telecommute one (1) day per week.

It is agreed that telecommuting is a voluntary program and participation can be terminated at any time by either management or the participating employee.

3. DPSS - Telecommuting and Alternate Work Schedules - General

Any IHSS supervisor may request to telecommute and participate in alternative work schedules which consist of a 9/80 or 4/40 work schedule. Supervising Appeals Hearing Specialists may request to participate in an

alternate work schedule. GAIN Services Supervisors may request to work a 9/80 work schedule. Management will select those persons to participate in telecommuting and alternate work schedules, and determine the parameters.

Management shall allow IHSS supervisors to telecommute at least one day per month. Participation in telecommuting shall not preclude participation in an alternate work schedule. It is agreed that telecommuting and/or alternate work schedules is a voluntary program and participation can be terminated at any time by either management or the participating employee.

IHSS 9/80/4/40

All IHSS employees who volunteer shall be allowed to participate in a 9/80 or 4/40 schedule unless Management determines that the individual employee could not effectively participate in a 9/80 schedule because of prior performance.

GAIN 9/80/4/40

GAIN Services Supervisors who volunteer shall be allowed to participate in a 9/80 or 4/40 work schedule unless management determines that the individual employee cannot effectively participate in a 9/80 or 4/40 work schedule because of prior performance.

DPSS management will convene a committee no later than the 1st quarter of 2010 to discuss the feasibility of implementing telecommuting for GAIN Services Supervisors. This section will expire on September 30, 2011.

ASH 9/80/4/40

Employees who volunteer shall be allowed to participate in a 9/80 or 4/40 schedule unless management determines that the individual employee cannot effectively participate because of prior performance. In addition, ASH management may set limits on the number of employees who participate in a 9/80 or 4/40 schedule, based on operational needs.

E. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

F. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

Adult Protective Services Emergency Roll Outs

The parties agree that the parameters of the Adult Protective Services emergency roll out program will be as provided in the Program Memo dated June 1, 2000.

Effective July 1, 2000, - February 28, 2003, the parties agree to meet and consult regularly regarding work schedules and staffing of Adult Protective Services Social Services Supervisors that supervise Social Workers assigned to the Adult Protective Services Emergency Roll Out Program.

ARTICLE 43 CONSULTATION AND TRAINING

Section 1. Consultation

The parties agree to meet and consult on training, staffing and task and standards in conforming with the provision of the Employee Relations Ordinance, or the County Code.

Labor-Management Meetings

CSS will allow a maximum of two supervisors to attend Joint Labor Management meetings.

A reasonable number of SCSWs shall participate in the Social Workers Joint Labor/Management Committee.

Management agrees to meet, upon request, with Local 721 on items which could result in the erosion of this bargaining unit because of the establishment of a new class or classes.

It is Management's intent to provide Local 721 with at least ten (10) business days' notice prior to effecting a change in a class specification.

Section 2. Core Training

Management recognizes the advantages of training for employees and may approve employee requests for participation in available work-related educational programs, seminars and professional conferences on County time.

It is the intent of management to provide newly promoted supervisors with training in core supervisor duties, responsibilities, and skills within one hundred and eighty (180) days of their appointment.

The union reserves the right to address the issue of appropriate training for supervisors at the union-management caseload committees established in Unit 723 and Unit 711 Memoranda of Understanding.

Section 3.

Conferences, Workshops, and Seminars, if paid County time is available, Management will distribute as equitably as possible among all employees in the same job assignment to attend conferences, workshops, seminars, or symposiums.

Upon receipt of notice, the Departments shall post in all offices a notice of the date and other details of any conferences and symposiums.

Section 4. Education

Management will consider granting unpaid leaves to employees pursuing Masters Degrees in Social Work, Marriage and Family Therapy, Psychology, or other related field as deemed by Management to be in the best interest of the Department.

Where paid leave time is not available, such employees may attend a work-related program subject to departmental approval. The employee may (a) use accrued leave time or (b) use up to two days of leave without pay per fiscal year for such attendance.

With prior approval from the Office Head employees may engage in job activities directly related to their assignment which will enhance their professional skills and knowledge. Such activities shall not be in conflict with their assignment.

Section 5. Considerations

The provisions of this Article are subject to budget and staffing considerations.

Section 6. In-Service Training

The Department of Public Social Services, Community and Senior Services and the Department of Children and Family Services management will make every reasonable effort to insure the availability of in-service training in areas that relate to the function of the jobs covered by this Memorandum of Understanding. Training may include, but is not limited to AIDS, Elder Abuse, Child Abuse, Stress Management, Mental Health, Perinatal Substance Abuse, Domestic Violence, Field/Work Safety and job development/placement.

Every reasonable effort shall be made to provide departmental trainers for implementation of new major departmental initiatives.

Section 7. Licensure - DCFS

Within one hundred and twenty (120) days after the Board of Supervisors' approval of the 2007 Reopener, DCFS and the Union will meet to discuss the implementation of

reasonable efforts to expend available funding by fostering participation in the Licensure program.

The total budgetary allocation for CSWs and SCSWs providing licensure supervision shall be \$135,000.00 in fiscal years 2013-14, 2014-15 and 2015-16. Management shall make every reasonable effort to expend available funding by fostering participation in the licensure program.

Section 8. Self-Directed Training

Effective July 1, 1998, the Department of Children and Family Services will apply its policy on CSW self-directed training to supervising Children's Social Workers (\$300.00 per SCSW for each Fiscal Year of the contract). The allocation of funds, if any, for CSW and SCSW self- direct training in subsequent fiscal years after 2000-2001 will depend solely on management's discretion based on departmental fiscal and budgetary constraints.

Section 9.

DCFS management agrees to make reasonable efforts to complete internal affairs investigations that do not involve outside agencies within one year of the date the investigation was initiated. If management is unable to complete the investigation within that time frame, it will not preclude possible disciplinary action.

ARTICLE 44 CASELOADS

Section 1.

The following yardsticks remain in effect until the termination of this Memorandum of Understanding as stated in Article 5, Term:

Supervising Children's Social Worker*	7:1**
F M & R Program	7:1**
ER Program	7:1**
Court Liaison F M & R	8:1**
Child Welfare Services	7:1**
(FM & R and PP consolidation)	
Adoptions	7:1**
Kinship	7:1

Department of Public Social Services	
IHSS Services	9:1**
SSI Services	9:1
GAIN Services	7:1**
GROW Services	7:1**
Homeless Case Mgmt. Service	7:1**
CAL-LEARN Services	7:1**
Appeals Hearing Svcs.	5:1

Community and Senior Services Department

Social Services Supervisor – APS	
Field Operations	8:1
After Hours	9:1
Centralized Intake	9:1
Civic Center	9:1

The parties agree that staffing will be based on the above yardsticks to the degree practicable, subject to available funding.

*It is DCFS management's intent to assign Children's Social Workers to Supervising Children's Social Workers on budgeted ratios approved each year by the Board of Supervisors. In future fiscal years DCFS intends to reduce the supervisory ratios in all programs wherever possible as funding allows. In pursuit of this goal, Supervising Children's Social Worker may be reassigned within and between offices and regions to achieve equitable supervisory ratios.

** Includes one (1) clerk/clerical or one (1) paraprofessional support staff and not-to-exceed six (6) Children's Social Workers.

Management shall not take disciplinary action, including but not limited to suspension, reduction, discharge, or prepare any written grams, warnings, or reprimands, or make negative reference on performance evaluations due to inadvertent errors or omissions or due to the employees inability to complete all the tasks associated with the employee's assigned workload, when the supervisor ratio exceeds by one the yardstick listed for a period of 30 consecutive calendar days. Such protection will apply until such time as the supervisor ratio reflects the above yardstick.

When the total caseload of the subordinate staff of a Supervising Children's Social Worker exceeds the program ratio times the monthly maximum caseload for disciplinary purposes as set forth in the Unit 723 Memorandum of Understanding, the provisions of this paragraph shall apply.

Nothing herein shall be construed to limit Management's ability to determine the priorities on an employee's tasks.

Prior to implementation, should Management decide to change yardsticks, Management will notify the Union. If the Union wishes to negotiate with Management regarding the impact of the change on employees affected, the Union shall notify Management's authorized agent within ten (10) working days from the receipt of such notice.

The span of control as well as the total unit caseload for Supervising Children's Social Workers will be factored into any practice-related discipline decisions.

Section 2.

In addition to the provision above when a services unit has more than 3 newly hired probationary staff consisting of either CSW Trainees, CSW I's, CSW II's or SW Trainees the supervisor may request the office head to reduce the assigned number of such workers to 3. The office head will make every effort to reassign the extra staff in the office within 30 days upon written request from the supervisor. Nothing herein shall be construed to preclude the office head from establishing specialized training units comprised of these employees.

Section 3.

Management will continue to meet and confer with the Union regarding the impact of implementing CWS/CMS on wages, hours and other terms and conditions of employment.

Section 4.

The parties agree to meet and confer, upon the Union's written request, if the State conducts a yardstick study which results in a change of yardsticks.

Section 5. Review and Analysis of Supervisory Ratios

The County agrees to continue meeting with Local 721 to discuss the impact of TDM on the workload of Supervising Children's Social Workers. This section will expire September 30, 2015.

ARTICLE 45 POSTING OF NOTICES

Notice of Civil Service examinations will be posted by Management within ten (10) days after receipt by them of such notices, on a bulletin board or boards designated expressly for this purpose.

Notice of DCFS departmental examination will be posted at least ten (10) business days prior to the opening of the filing period for the examination on a bulletin board or boards at each worksite designated expressly for this purpose.

If DCFS management decides to create a specialized SCSW assignment in an office, management will post a notice of such position in the office where the position will be located at least five (5) business days prior to the application deadline. Said notice will be placed on the office bulletin boards used for Civil Service examination notices.

DCFS management will provide the Union with copies of the examination notices at the time of posting for classifications in Bargaining Unit #777 including the classification of Supervising Children's Social Worker.

For a specialized assignment for classifications in the SCSW Bargaining Unit in a unit, office, division or bureau, DCFS Management shall post a notice of such position in each worksite at least ten (10) business days prior to the application deadline.

ARTICLE 46 LEGAL REPRESENTATION

Upon request of any employee, the County, in accordance with the provisions of the California Government Code, will provide for the defense of any civil action or proceeding brought against the employee on account of an act or omission in the scope of his/her employment as an employee of the County, and will pay any judgment rendered against the employee.

ARTICLE 47 AFFIRMATIVE ACTION

Section 1.

DPSS and CSS agree that Management shall convene a Departmental Affirmative Action Committee for each department, composed of an equal number of Management representatives and employee representatives (selected from various interested employee organizations representing employees in the department). All recommendations that are mutually agreed to by the Management and employee representatives shall be implemented by the department.

Section 2.

The Department of Children and Family Services shall convene a Departmental Affirmative Action Committee, composed of Management representatives and a total of seven (7) employee representatives with no more than five (5) employee representatives from any employee organization.

The committee's responsibilities shall include, but not be limited to the following:

1. Monitoring of compliance with the DCFS Affirmative Action Plan.
2. Consultation with the DCFS representatives responsible for the development of future DCFS Affirmative Action Plans; and

3. Development of a program to promote cultural awareness among DCFS employees with the goal of enhancing communication among DCFS employees and between DCFS employees and their clients.

All recommendations that are mutually agreed to by the Management and employee representatives shall be implemented by the department.

ARTICLE 48 TRANSFERSSection 1. Voluntary Transfers - DPSS

An employee who desires to effect a transfer from one office to another office within the Department shall submit a typed memo in quadruplicate addressed to the Division/Region Headquarters indicating where he/she desires to transfer for each request. Requests for transfer will only be considered if the employee has at least 12 months of service at the current office as a supervisor and the employee's last rating of performance is competent or better. All copies of the transfer request shall be submitted to his/her current office head. The office head will indicate on the request for transfer the employee's length of service as a supervisor and skills.

The office head will forward the transfer request to the receiving District, with a copy to Division/Region Headquarters and a copy returned to the employee. If the employee does not meet the above transfer criteria, all copies of the transfer request will be returned to the employee with the reason for denial.

Transfer request forwarded to the Division/Region Headquarters will be valid only for the fiscal year in which filed.

During the months of September, December, March, and June, Management will review transfer requests on file and office vacancies and consider transfers of the most senior employees providing skills are not required. In the event an eligible employee is placed on improvement needed, the request becomes invalid.

Employees who have filed for a transfer shall be notified by the department for final confirmation allowing the employee to accept, alter, or withdraw his/her request. An employee who wishes to alter, or withdraw his/her request must respond to management within 5 business days of the notification, or the employee is deemed to have accepted the transfer. Transfers agreed upon by the employee will be effected as expeditiously as possible and will be done prior to any new hiring of supervisors.

Upon an employee's written request, Management will give a written response on the status of a pending transfer request. Such request may not be made more than twice in each fiscal year in which the request was filed.

It is understood that this Section does not modify Management's right to promote an eligible employee who is working in the office where the vacancy occurs.

Section 2. Involuntary Transfers - DPSS

The provisions of Department of Public Social Services Personnel Manual Sections 11915 through 11918 shall be applied and incorporated into this Article. Bilingual employees will not be automatically exempt.

Management will make every reasonable effort not to transfer a Steward who objects to transfer, if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

Section 3. - DCFS

This section will apply to Department of Children and Family Services employees only.

Definitions – DCFS

For the purposes of this article a transfer is a change in office location other than to a sub-office. A sub-office is defined as a work location within seven (7) miles from the parent office.

Voluntary Transfer – DCFS

Employees requesting a transfer from one office to another, within the Department, shall submit a written request to the Department's Personnel Officer. The request will include the employee's continuous service date and certified bilingual skills, if any. A copy of the request will be given to the employee's office head to serve as notice that the employee wishes to transfer to another office. Requests to transfer will be considered if the following criteria are met: (1) the employee has one year tenure in the office from which he/she is requesting to transfer; (2) the employee has a competent or better rating on the latest performance evaluation; and (3) the employee has completed probation. Transfer requests will be considered for two years until the employee is transferred or the request is withdrawn, in writing, by the employee. When management determines that a transfer request will expire within thirty (30) days, management will notify the employee in writing of the pending expiration. If the employee wishes to remain on the transfer list the employee must notify the Personnel Officer in writing of this, which will allow them to remain on the

transfer list for an additional two years. If the employee does not respond, their name will expire from the list.

If the employee does not meet the above transfer criteria, or ceases to meet these criteria while the request is pending, a copy of the transfer request will be returned to the employee by the Personnel Officer with the reason for denial. If the employee meets the transfer criteria, the Departmental Personnel Office will confirm in writing receipt of the employee's transfer request. The confirmation shall state that the request will be valid for 2 years from receipt by the Personnel Office.

Transfers will occur in those months when the department is hiring, according to the following procedure:

1. Current transfer requests will be reviewed.
2. Transfers will be granted to offices where vacancies exist, subject to the condition that such transfers do not exceed, in a calendar year, 10% of the staff justified each January in an office.

Management will not assign newly hired/promoted employees into an office for which a transfer request is pending, except as permitted under Step 2 above.

In addition to the procedure set forth in the above paragraph, Management will match transfer requests each June.

Management will maintain a list of pending transfer requests which will include the date which each employee's request for transfer was received by the Personnel Officer, each employee's Department service date and the employee's certified bilingual skills, if any. Management will transfer employees based upon the dates that employee's request for transfer were received by the Personnel Officer with those employees whose requests were received first being transferred first, except when bilingual needs and/or extreme hardship cases exist. In the event two or more transfers are received on the same date, management will rank employees for transfer by Department seniority. Bilingual employees will not be prevented from transferring if the office from which they are requesting a transfer has no bilingual vacancies. Employees who have an extreme hardship will be transferred ahead of employees with more Department seniority. Extreme hardship is defined as a substantial involuntary change in an employee's life circumstances. Employees who have an extreme hardship are exempt from the requirement of working one year in the current office.

Employee transfer requests are binding until revoked in writing by the employee as long as the written notice is received by the Department prior to posting of a new transfer match. Additionally, approval of employees requesting transfers to specialized functions such as CSAP, Adoptions, RAPP, and Court are at the discretion of Management.

It is understood that this section does not modify Management's right to promote an eligible employee who is working in the office where the vacancy occurs.

Management will provide the Union with a report of granted transfer requests for each month that any transfers are granted, and a quarterly report of all pending requests, which shall include the date the request was received by the Personnel Office, each employee's Department seniority date and identify which employees have an extreme hardship and which employees have certified bilingual skills.

Definitions – DCFS

For the purposes of this article a transfer is a change in office location other than to a sub-office. A sub-office is defined as a work location within seven (7) miles from the parent office.

Involuntary Transfers – DCFS

A. Transfer of Staff:

1. Voluntary requests should be reviewed and honored first. Voluntary requests for specialized functions will be reviewed and honored. For functions requiring a special proficiency or degree, the volunteer must possess that proficiency or degree.
2. The Office Head should request volunteers if an insufficient number of requests are on file.

3. If there are not enough volunteers, involuntary transfers will be made by inverse County seniority within the transferring office.
 4. Employees who are to be transferred will receive a written notice ten (10) business days prior to the involuntary transfer date.
- B. Employees exempt from involuntary transfers are:
1. Employees on probation or improvement needed.
 2. A bilingual worker, if the need for a bilingual worker does not exist in the new office.
 3. Employees involuntarily transferred within the past six months.

Section 4. Stewards

Management shall not transfer a steward who objects to the transfer, if there is any other employee in same classification who meets the specific qualifications of the vacancy.

Section 5. CSS

This section shall apply to CSS employees only.

An employee who wishes to transfer to another office within CSS shall submit a request in writing to the Human Services Administrator I responsible for the facility where the

employee is currently assigned. CSS management will evaluate the request based on service requirements and operational needs, and notify the employee of its decision.

CSS management will keep such transfer requests on file for one year from the date of request. As vacancies occur, CSS management will review requests on file, and consider filling such vacancies from the transfer requests. If a transfer request is not granted by the end of the calendar year, management will return the expired request to the employee.

If transfers are necessary to correct staffing imbalances, CSS management will transfer the employee in the office with a surplus who has the least County-wide seniority, unless legitimate operational needs require otherwise.

ARTICLE 49 MEAL REIMBURSEMENTA. Children and Family Services

When Supervising Children's Social Workers are unable to obtain a meal coupon, management shall reimburse Supervising Children's Social Workers for the purchase of meals for children served by the department.

Supervising Children's Social Workers shall submit a receipt in order to obtain reimbursement for meals purchased.

The reimbursement rate for each child; and per each meal; shall not exceed the following:

- | | | |
|----|-----------|---------|
| a) | Breakfast | \$8.00 |
| b) | Lunch | \$10.00 |
| c) | Dinner | \$12.00 |

B. Community and Senior Services

Community and Senior Services will provide APS Supervisors with food vouchers/coupons for the purpose of distributing to their workers. These vouchers/coupons will be used to provide meals to clients. Social Services Supervisors shall submit a receipt in order to obtain reimbursement for meals purchased.

The reimbursement rate for each client; and per each meal; shall not exceed the following:

- a) Breakfast \$8.00
- b) Lunch \$10.00
- c) Dinner \$12.00

C. Children and Family Services/Community and Senior Services

The reimbursement rate for each child/client; and per each meal; shall not exceed the following:

- a) Breakfast \$4.00
- b) Lunch \$5.00
- c) Dinner \$6.00

ARTICLE 50 REFERENCE MATERIAL/DPSS & CSS

Management will determine and maintain those current materials and publications which will aid employees in performing their assigned duties. The following reference materials will be provided either in hard copy or digital format:

DPSSAdult Services (DPSS & CSS)

County Telephone Directory - at least one per Unit

Thomas Guide - at least one per Unit

Index of Welfare and Institution Code - Each Unit

Physicians/Pharmacist Medi-Cal Formula - at least one per Unit

Compilation of Community Resources - Each Unit

Physicians Desk Reference - at least one per Unit

Meds Manual - One per Unit

Medical Dictionary - One per Unit

Current edition of Los Angeles County Social Services Resource Directory, "People Who Can Help." - One per Unit

Zip Code Directory - One per Unit

LA County Administration Manual - One per Unit

Directory of Prisons of California - One per Unit

DSM - Current Edition - One per Unit

Disaster Plan - One per Unit

Adult Services – IHSS

County Telephone Directory - One per Unit

Thomas Guide - One per Unit

Index of Welfare and Institution Code – One per office

Physician's Desk Reference - One per Unit

Medical Dictionary - One per Unit

Rainbow Resource Directory - One per Unit

Zip Code Directory - One per Unit

LA County Administration Manual - One per Unit

Diagnostic and Statistical Manual (DSM) - One per Unit

Dictionary – One per Unit

Meds Manual - One per Unit

Disaster Plan - One per Unit

Directory of Prisons of California - One per Unit

GAIN/GROW/HCM

ASH Roster - One per Unit

Line Offices Roster - One per Unit

County Telephone Book - One per Unit

DPSS Personnel Manual - One per office centrally located.

Disaster Plan - One per Unit

Thomas Guide - One per Unit

Medical Dictionary - One per Office

Rainbow Resource Directory - One per Unit
Homeless Case Manager & Supervisor Roster – One per Unit
EDD Job Search Information – One per Unit
People’s Guide Resource Book – One per Unit
Diagnostic and Statistical Manual (DSM) -One per Office
Directory of Prisons of California - One per Unit

SSI

Diagnostic and Statistical Manual (DSM) -One per Office
Physician’s Desk Reference - One per Unit

Appeals and State Hearings (DPSS)

County Telephone Directory - One per Unit
Welfare and Institution Code - One per Unit
Index of Probate Code - One per Unit
Required copies of State Manuals - One per Unit

CSS – At least one (1) per unit:

Los Angeles County Telephone Directory
Welfare and Institution Code Index
Rainbow Resource Directory
Physician’s Desk Reference Guide
Thomas Guide to adjacent counties – (Los Angeles, Orange & San Bernardino)

Medical Dictionary

Los Angeles County Zip Code Directory

Law Enforcement Directory

APS Emergency Shelter Directory

Social Services Manual (as updates are provided)

APS Line Operations Memos (as updates are provided)

APS Line Operations Resource Bulletins (as updates are provided)

APS Line Operations Program Bulletins (as updates are provided)

APS Emergency Plan

APS Building Evacuation Disaster Plan

Diagnostic and Statistical Manual (DSM)

MEDS Manual

Management will post a link to the County Civil Service Rules on the departmental intranet site.

As determined by management, employees will be issued smartphones, tablets, or other appropriate electronic devices if management determines such devices are necessary for the purpose of conducting County business.

Represented mileage permittees may be issued a County cell phone, for use in County business, as determined by Management. All represented employees shall be provided voicemail at their work station.

Section 2.

The provisions of this Article will be applied to the extent that Management determines that funds permit purchase of said reference materials.

Section 3.

Prior to separation County service, or transferring from the Department of Public Social Services or Community Services to another department, employees who have received a Thomas Guide Map book, or other hard copy materials, shall return it to the Office Head or responsible management representative.

ARTICLE 51 INTRA-DEPARTMENT WEBSITE/REFERENCE MATERIALS
CHILDREN AND FAMILY SERVICES

Section 1.

During the term of this agreement, management will provide Supervising Children's Social Workers limited internet use through its website, LA Kids, to access publicly available sites for reference materials, social work publications, and other materials, to assist Children's Social Workers in the delivery of child welfare services.

DCFS will post a link to the County Civil Service Rules on its intranet site.

Section 2.

Effective with the implementation of this Memorandum of Understanding, Management will obtain and make available in either digital form or hard copies for each district office and Supervising Children's Social Workers as follows:

For Each District Office:

Thomas Guide Map Book: San Bernardino/Riverside and Santa Barbara/Ventura

Physician's Desk Reference

California Laws Pertaining to Youthful Offenders

American Public Welfare Directory

Medical Dictionary

Zip Code Directory

California Zip Code Directory

Directory for all Prisons in California (copy)

Los Angeles Public Schools Directory

County Telephone Directory

Thomas Guide Map Book for Los Angeles County

Penal Code Index

Welfare Institutions Code relating to Youthful Offenders

Diagnostic Statistical Manual (Current Edition)

DCFS Personnel Manual

Departmental policies and procedures

For Each Children's Social Worker

Los Angeles/Orange County Thomas Guide Map Book

Upon request, employees frequently traveling to a neighboring county will be provided a Thomas Guide Map Book for that county.

For Each Unit:

Departmental policies and procedures (complete and updated)

As determined by management, employees will be issued smartphones, tablets or other appropriate electronic devices if management determines such devices are necessary for the purpose of conducting County business.

Represented mileage permittees may be issued a County cell phone, for use in County business, as determined by Management. All represented employees shall be provided voicemail at their work station.

Section 4.

Prior to separation from County service, or transferring from the Department of Children and Family Services to another department, employees who have received a Thomas Guide Map Book, or other hard copy materials, shall return them to the Office Head or responsible management representative.

ARTICLE 52 EMPLOYEE IDENTIFICATION

Department of Public Social Services management will agree to provide employees in the Department that are covered by this Memorandum of Understanding with business cards and formal identification cards within 90 days of the implementation of this Memorandum of Understanding.

ARTICLE 53 OVERTIMESection 1. Compensation

For all employees in this unit, for the term of this agreement, the County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave, vacation pay, and holidays. Hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one half (12) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

For employees in DPSS, DCFS and CSS, an employee may elect compensatory time off, in lieu of pay, at a rate of one and one-half (12) hours for each hour of overtime to a maximum of 54 hours worked. The employee may exercise this option when the employee works overtime. Management shall not decide to order or authorize overtime based on an employee's choice of pay or compensatory time off.

If an employee has 81 hours of accumulated compensatory overtime on the books, the employee shall not elect to choose any additional overtime at compensatory time off in lieu of pay.

Section 2. Usage of Compensatory Time For DCFS and CSS Employees Only

- A. An employee shall not be directed by Management to take compensatory time off without at least ten (10) business days prior notice nor be denied a timely request to carry over. Requests for time off will be approved based on the needs of the service as determined by management.
- B. The employee may accumulate compensatory time off. With prior approval of departmental Management, accumulated compensatory time off not used during the calendar year in which it is earned may be carried over for up to two years not to exceed 81 hours total accumulated compensatory time. Compensatory time not used within the above period (and recorded at time and one-half) shall be paid to the employee at the straight time rate rather than lost.

Section 3.

Notwithstanding any other provisions of this Memorandum of Understanding:

- A. The following provisions shall continue to apply to all overtime accumulated between October 1, 1993, and June 30, 1994, and compensated with compensatory time off (CTO).
- (1) Such CTO either (a) may be taken off at the request of an employee subject to management approval or (b) shall be maintained "on the books".

- (2) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.
- B. All overtime worked on or after July 1, 1994, shall be subject to the overtime provisions in effect on September 30, 1993.
- C. On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.
- D. CTO accrued between October 1, 1993, and June 30, 1994, shall be taken off only at the request of the employee. For any CTO accrued during other periods, nothing in this Section shall be construed to limit management's authority to direct any employee to take accumulated CTO as provided elsewhere in this MOU.

ARTICLE 54 SPECIAL PAY PRACTICESSection 1. Shift Differential

Effective with the implementation of this MOU, evening shift employees shall receive a premium as follows: Supervising Children's Social Workers and Social Services Supervisors, \$0.90 per hour. The evening shift is a shift at least five eighths of which falls between 4:00 p.m., and 11:00 p.m.; Effective July 1, 1992, the rate for Supervising Children's Social Worker will be \$1.00 per hour.

Effective with the implementation of this MOU, night shift employees shall receive a premium as follows: Supervising Children's Social Worker and Social Services Supervisor \$0.90 per hour. The night shift is a shift at least five eighths of which falls between the hours 9:00 p.m. and 8:00 a.m.; Effective July 1, 1992, the rate for Supervising Children's Social Worker will be \$1.00 per hour.

Section 2. Call-Back

Whenever an employee is unexpectedly ordered by his department head or designated Management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 8, Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 3. Standby

Effective July 1, 2000, employees required by Management to remain available to work, at any time during specified hours outside their normal working hours are eligible to receive \$1.00 per hour while on stand-by but not more than \$200.00 per month.

No additional compensation for stand-by status shall be made since the employee placed on stand-by status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Effective July 1, 2000, Social Services Supervisors assigned by Management to the APS Program to remain available to work, at any time during specified hours outside their normal working hours are eligible to receive \$2.00 per hour while on stand-by but not more than \$300.00 per month.

Section 4. Superior-Subordinate Pay

The Chief Executive Officer will authorize compensation for a supervisor at a rate of \$1.00 per month more than the base rate of his highest paid subordinate when the qualifying conditions are met as provided by Section 6.10.070 of the Los Angeles County Code.

Section 5. Bilingual Pay - DCFS

Effective October 1, 1992, each Supervising Children's Social Worker who is certified by the County as proficient in a language other than English, and who has predominantly certified bilingual workers in their unit, shall receive an additional bonus of \$70 per month. This is in addition to any bilingual bonus monies agreed to in the Fringe Benefits MOU.

Management shall make every effort to assign certified bilingual workers to SCSW's who are certified in that language.

Section 6. Special Bonus - Adult Protective Services Roll Out Program

Effective July 1, 2000, any Adult Protective Services Supervisor assigned by Management to the Adult Protective Services Roll Out Program on an Evening or Night shift will receive \$75.00 per pay period (\$150.00 monthly).

Section 7. Adult Protective Services - After Hours Duty

Whenever a Social Services Supervisor assigned to the Adult Protective Services Program is ordered by his/her Department Head or designated Management representative to work (directing/supervising adult protective services staff performing after hours work) following the termination of his/her normal work shift and departure from his/her work location as a result of the APS Program, the employee shall receive a payment of four hours pay at the rate of time and one-half of the employee's regular rate of pay. Social Service Supervisors who work in excess of four hours following their regularly scheduled shift will be compensated for in accordance with the provisions of Section 1 of Article 8, Overtime.

No additional compensation shall be paid until four hours have been worked by the Social Services Supervisor following their regularly scheduled shift, (i.e., there shall be no pyramiding of time worked for overtime payments during the first four hours of work).

The provisions of Section 6 shall only apply to Social Services Supervisors assigned to the Adult Protective Services Roll Out Program (APS).

Section 8. Longevity Bonuses

Upon approval of the Board of Supervisors and implementation of this Memorandum of Understanding, members of this bargaining unit shall receive Longevity Pay in accordance with the following implementation schedule:

10/1/06	2%	(8 levels)	after completion of 19 years of service
04/1/07	2%	(8 levels)	after completion of 24 years of service
10/1/07	2%	(8 levels)	after completion of 29 years of service

Longevity Pay is cumulative and shall constitute a base rate.

ARTICLE 55 SALARIESSection 1. Recommended Salary Adjustments

1. Effective July 1, 1994, the period of time required for advancement from step 5 to step 6 shall be reduced from 24 months to 12 months for all classes which require 24 months for such advancement prior to July 1, 1994. Each employee who has been at step 5 of the employee's range for at least 12 months shall be advanced to step 6, on July 1, 1994 and a new step anniversary date will be established.

2. a. Effective July 1, 1994, the parties agree to add a sixth step to the salary range for Supervising Children's Social Worker (Item Number 9074). This sixth step shall be two standard salary schedules (approximately 5-1/2%) above the fifth step. Employees will be eligible for advancement to step 6 after serving 12 months at step 5. Each employee who has been at step 5 for at least 12 months shall be advanced to step 6 on July 1, 1994. Effective October 1, 1995, the parties agree to add a seventh step to the salary range for Supervising Children's Social Worker. This seventh step shall be two standard salary schedules (approximately 5-1/2%) above the sixth step. Employees will be eligible for advancement to the seventh step after serving 12 months at the sixth step.

- b. Effective 10/1/95, advancement to Steps 6 and 7 for employees in the class of Supervising Children's Social Worker shall require completion of 16 hours of certified in-service training during the preceding 12 months, subject to the following conditions:
- 1) Management shall offer sufficient in-service training opportunities for Supervising Children's Social Workers to complete the training necessary to move to Steps 6 and 7.
 - 2) Management shall offer a significant portion of this training at locations within each region where Supervising Children's Social Workers are assigned.
 - 3) In-service training includes departmental training sessions and departmental approved training via video tape.
 - 4) Job related outside training will satisfy an employee's training requirement if approved by management.

If management fails to comply with these conditions, affected employees who have a competent or better performance evaluation will advance to the next step independently of their satisfaction of the training requirement.

3. Effective October 1, 1995, the salary for Supervising Children's Social Worker will be increased by 2.25% (9 levels) provided that the 1995-96 Child Welfare Services (CWS) allocation to Los Angeles County (total Federal, State, and County dollars) is no less than the 1994-95 CWS allocation to Los Angeles County.
4. Effective July 1, 1994, the parties agree to add a seventh step to the salary range for each classification in this unit except Supervising Children's Social Worker. This seventh step shall be two standard salary schedules (approximately 5-1/2%) above the sixth step for each classification. Employees will be eligible for advancement to the seventh step after serving 12 months at sixth step.
5. Effective October 1, 1995, the parties agree to add an eighth step to the salary range for each classification in this unit except Supervising Children's Social Worker. This eighth step shall be two standard salary schedules (approximately 5-1/2%) above the seventh step for each classification. Employees will be eligible for advancement to the eighth step after serving 12 months at seventh step.
6. Effective July 1, 1994 any GAIN Services Supervisor (Item Number 9166) who is employed in that class on June 30, 1994, and who possesses a bachelor's degree from an accredited college or university shall receive an increase of two additional steps (approximately 11%) or be advanced to the top of the range, whichever is less. Such action will not set a new step anniversary date. Employees appointed to

GAIN Services Supervisor on or after July 1, 1994, shall not receive the two additional steps for possessing a Bachelor's Degree.

Effective July 1, 1994, those GAIN Services Supervisors whose initial salary upon appointment to their County position fell between two standard salary steps shall be advanced to the next higher step. Such placement will not affect the employee's step anniversary date.

During the term of this MOU, members of the bargaining unit shall receive 10% general salary movement as follows:

- 4% (16 levels) effective October 1, 2006;
- 3% (12 levels) effective January 1, 2008; and
- 3% (12 levels) effective January 1, 2009.

In addition, effective April 1, 2007, a 2.75% (11 levels) inequity shall be applied to the following classes: Gain Services Supervisor; Social Services Supervisor; and Supervising Children's Social Worker.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9166	GAIN SERVICES SUPERVISOR	CURRENT	NR	81C	3788.55	5533.45
		12/13/2013	NR	81L	3862.73	5643.27
		10/01/2014	NR	82H	3938.82	5756.27
		02/01/2015	NR	83E	4016.64	5871.18
9058	SOCIAL SERVICES SUPERVISOR	CURRENT	NR	81C	3788.55	5533.45
		12/13/2013	NR	81L	3862.73	5643.27
		10/01/2014	NR	82H	3938.82	5756.27
		02/01/2015	NR	83E	4016.64	5871.18
9011	SUPVG APPEALS HEARING SPECIALIST	CURRENT	NR	82G	3929.27	5742.09
		12/13/2013	NR	83D	4006.73	5856.64
		10/01/2014	NR	84A	4086.00	5973.00
		02/01/2015	NR	84J	4167.45	6092.27
9074	SUPVG CHILDREN'S SOCIAL WORKER	CURRENT	N3R	90L	5492.64	7203.45
		12/13/2013	N3R	91H	5602.09	7347.64
		10/01/2014	N3R	92E	5713.73	7494.18
		02/01/2015	N3R	93B	5827.55	7643.09

Section 2. Step Advances

- a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.
 - (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his

designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

- A. All employees appointed to Supervising Children's Social Worker on or after July 1, 1981, who possess a Master's Degree in Social Work, or a Master's Degree in family or psychological counseling or psychology from an accredited college or university shall be placed no lower than step 3.

Persons currently employed as a Supervising Children's Social Worker who, on July 1, 1981, possess a Master's Degree in a field described in the paragraph above, shall be moved to the third step of the salary range, if such employee is on the first or second step of the salary range. Also, any person employed as a Supervising Children's Social

Worker who earns a Master's Degree in a field described above, shall be moved to the third step of the salary range, effective on the first day of the month after the attainment of such degree.

- B. All employees appointed to Social Services Supervisor (Item 9058) in the DPSS IHSS program or the CSS APS program on or after July 1, 2007, who possess a Masters Degree in Social Work, Masters of Gerontology, Masters of Sociology, Master's in Psychology or Master's in Behavior Science from an accredited college or university shall be placed no lower than step 3.

Persons currently employed as a Social Services Supervisor (Item 9058) in the DPSS IHSS program or the CSS APS program on or after July 1, 2007, who possess Master's Degrees in a field described in the paragraph above, shall be moved to the third step of the salary range, if such employee is on the first or second step of the salary range. Also, any person employed as a Social Services Supervisor (Item 9058) in the DPSS IHSS program or the CSS APS program on or after July 1, 2007, who earns a Master's Degree in a field described above, shall be moved to the third step of the salary range, effective on the first day of the month after the attainment of such degree.

Section 4.

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX B

OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. LIGHTING

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. GLARE

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. **MAINTENANCE**

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX CEMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT**Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave; most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

SWHa

U.S. Wage and Hour Division

2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov



"NOTICE A"

PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number
 DFEH-100-20 (01/00)

2218 Kausen Drive, Ste. 100,
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320 Fax
(916) 478-7329 www.dfeh.ca.gov



"NOTICE B"

FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND
PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA- eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number

DFEH-100-21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By Bob Sh
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By William T. Fuyoka
WILLIAM T. FUYOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY=S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
LIBRARIANS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of
February, 2014,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of
the County of Los Angeles (hereinafter referred
to as "County"),

AND

SEIU, Local 721, CTW, CLC (hereinafter
referred to as Union").

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, LACEA, SEIU, Local 721 was certified on December 2, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. 13-69) as the majority representative of County employees in the Librarians Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007, transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU, Local 721. Management hereby recognizes SEIU, Local 721 as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by the County in the classifications listed in the Salaries Article of this agreement.

Section 2.

Management agrees to recognize SEIU, Local 721, as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and SEIU, Local 721, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Boulevard, Los Angeles, California 90017; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU, Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU, Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

Section 1. Calendar for Negotiations

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term, and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOUs. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOUs

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor. A group grievance is a common complaint by a number of employees within the department or unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal Holidays.

Section 3. Responsibilities

1. SEIU, Local 721 agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request

- of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.
2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
 3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings. Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).
2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.

4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721 representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.
- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Library Administrator/Section Head

Within ten (10) business days from his/her receipt of the immediate Supervisor's written decision and using the returned original copy of the grievance from, the employee may appeal to the Regional Administrator, who shall discuss the grievance with the immediate supervisor concerned and the employee within ten (10) business days from receipt of the grievance. The employee may request that said meeting include both the Supervisor and the Regional Administrator. The request may be granted at the sole discretion of the Regional Administrator. The Regional Administrator shall give a written decision and the reasons, therefore, to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Service Chief

Within ten (10) business days from his/her receipt of the decision at Level 2, the employee may appeal to the appropriate Service Chief using the original copy of the grievance. The Service Chief will discuss the grievance with the employee, and within ten (10) business days from receipt of the grievance, shall give a written decision and the reasons therefore to the employee and the union representative using the original copy of the grievance.

Level 4. Department Head

A. Within ten (10) business days from his/her receipt of the decision at Level 3, the employee may appeal to the Department Head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

- 1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721 may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
 - C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from

the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

- Purpose
- Recognition
- Non-Discrimination
- Implementation
- Term
- Renegotiation
- Safety and Health
- Payroll Deductions and Dues
- Authorized Agents

Provisions of Law
Workplace Retraining
New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding

on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, SEIU, Local 721, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with the

principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth

herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of

the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition,

each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.
11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination
 - Implementation
 - Term
 - Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such

changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees

subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3 Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4 Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such

employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5 Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation

pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee=s class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or

to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDY

Section 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific

provision of this agreement. Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her

primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAM

Program Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

- Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

- FLSA Exempt employees must request EVTO in full work day increments.

- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

- EVTO is not available to employees on any other paid or unpaid leave.

- Department Heads may continue to approve other unpaid leave of absences.

- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Los Angeles, CA 90017.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (15%) of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32EMPLOYEE PARKINGSection 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed \$1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with SEIU, Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring

as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.

Section 4.

County paid release time for employees attending these trainings are subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human

Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 34LOCAL 721 COUNTY-WIDE JOINT LABOR-
MANAGEMENT COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDS

Section 1.

Management will furnish adequate bulletin board space to SEIU, Local 721 where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the

receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTH

Section 1. Safety Committee

Within 30 days of ratification of this Memorandum of Understanding, the Public Library will establish a Safety Committee. Membership will be comprised of four Management representatives and four employees selected by SEIU, Local 721. Nothing herein limits management or labor from inviting subject matter experts to attend meetings as needed. Frequency of meetings will be established by mutual agreement. Agenda items may be posed by labor or management.

Section 2. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. SEIU, Local 721 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees, in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisor. The immediate supervisor will respond within five (5) business days.

If the employee or his/her representative is not satisfied with the response, SEIU, Local 721 may consult with the departmental Safety Committee or Risk Management Unit of the Chief Executive Office (CEO/RM). If referred to CEO/RM, a representative shall respond to the department head and SEIU, Local 721 within ten (10) business days.

If SEIU, Local 721 is not satisfied with the response from CEO/RM, within ten (10) business days, the issue may be taken to arbitration as set forth in Article 11. During such ten (10) business days, consultation between the department head and SEIU, Local 721 will take place.

Section 3. First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities and to ensure said kits are accessible to employees.

Section 4.

Management and Local 721 mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 5.

Management and Local 721 mutually agree to meet in accordance with Employee Relations Ordinance (Sec. 5.040.090 A) to address current and future safety and ergonomic needs resulting from the department's expanding technological environment.

Section 6.

Management agrees to take whatever steps are necessary to ensure employee and public safety from disruptive clients and customers. Reports of sexual harassment perpetrated by customers shall be reported and promptly addressed.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (E-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 39 PERSONNEL PRACTICES

Section 1.

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

Section 2. Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce

intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

ARTICLE 40 STEWARDS

Section 1. Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by SEIU, Local 721.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding

Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1 Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals. Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed),

Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2. Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3. Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 4. Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.

- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.

- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.

- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.

- F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited

to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5. Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.
- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.
- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a

represented employee's preference to be transferred to any vacant item that they qualify for.

- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resource's office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.
- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.
- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.
- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County". This section is not intended to pre-empt the rights of the parties to

negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6 Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 7. Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.

2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).
2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms

through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.

4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU, Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8. Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 9. Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best

practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10. DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other
- Study methodology including but not limited to study guides and practice skills labs
- Study time and remediation
- Case Presentations (where applicable)

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42 DEPARTMENT OF MENTAL HEALTH HEALTHCARE REFORM

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving consumer satisfaction
- Patient and employee safety
- Preparing for and responding to changes under healthcare reform and new health care legislation
- Achieving operational efficiencies and enhancing productivity
- Generating new and increased revenue
- Impact of healthcare reform on employees

To achieve these goals the parties agree to the following:

DMH Healthcare Reform Committee

SEIU, Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare reform before implementation.

The committee will have fifteen (15) Local 721 employee representatives. Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to healthcare reform in DMH when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization with the

goal of achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.
- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform Committee.

This article will expire on September 30, 2015, with the exception of the section on work place safety. If the parties have not completed the work of DMH healthcare reform by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding of Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44 WORK SCHEDULES

Section 1.

The normal work day shall be eight hours exclusive of an unpaid lunch period and the normal work week shall be 40 hours within five working days in a seven day period, with the understanding that the basic 40-hour work week would be assigned between Monday and Saturday. For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management.

All employees in this Unit shall have two consecutive whole days off at least twice monthly, unless otherwise requested by the employee and approved by Management. Management shall make every reasonable effort not to regularly schedule or require an employee to work more than two (2) evenings per week unless such a schedule has been requested by the employee and approved by Management. Management reserves the right to make exceptions to this provision based on service needs.

It is understood and agreed that necessary Sunday work within the Library Department will be assigned on a volunteer basis. If there are not enough volunteers for Sunday work to provide necessary coverage, Management will assign qualified personnel to provide the necessary coverage.

Section 2. Sunday Schedules

Work schedules which include Sunday will be established only when essential to the

County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

Section 3.

Each work day will be designated with starting and ending times and will include an unpaid lunch period and one paid fifteen (15) minute rest period in each half of the day. An employee shall not be required to work during his/her lunch period except in an emergency.

Section 4.

Employees designated to prepare the library for opening at each location will be assigned to a shift starting one hour before the library opens.

Section 5.

Nothing herein shall limit the authority of the County Library to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

Section 6.

The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same work week.

Section 7. Alternative Work Schedules

Management may plan and authorize, for employees, alternative work schedules encompassing different hours and/or work locations. Alternative schedules include, but are not limited to, 4/40 plans (4 days per work week at 10 hours worked per day); 9/80 plans (9 work days per two work weeks with 80 hours worked within those two work weeks); and telecommuting plans.

Where alternative work schedules are authorized by Management, an employee may request an alternative work schedule. Such request shall be submitted, in writing, to the employee's supervisor. Management may accept or reject an employee's request. Management shall respond to the request within twenty (20) days of its submission to the supervisor.

Management may discontinue an alternative work schedule assignment at any time and assign the employee or employees to different work hours or to the previous work location, provided ten (10) working days' notice is given to the employee. Transfer to a work location other than the previous location is subject to the provisions of this MOU.

ARTICLE 45 CONSULTATION

Section 1.

There shall be regularly scheduled bi-monthly meetings between representatives of departmental Management and a LACEA, SEIU, Local 721 Committee chosen by the Librarians Policy Committee. These meetings shall be on County time. Management and the Librarians Committee will submit items to be discussed at each meeting to each other at least thirty (30) days in advance of the scheduled meeting to establish a meeting agenda. These agendas may include such items as Management studies, training policies, and future departmental objectives.

County Management agrees to meet, upon request, with LACEA, SEIU, Local 721 for the sole purpose of consultation on items which could result in erosion of this bargaining unit because of the establishment of a new class or classes.

Section 2.

Within 90 days of ratification of this MOU by the Board of Supervisors, Library management agrees to meet with members of the Librarian Policy Committee to obtain input in drafting guidelines for establishing a pool of substitute Librarian I's to help ensure adequate staffing and efficient public service.

Section 3.

Within 90 days of ratification of this MOU by the Board of Supervisors, Library management agrees to meet with members of the Librarian Policy Committee to obtain input in the area of policy and procedures for reporting unsafe working conditions, job requisitions and facility maintenance.

ARTICLE 46 RIGHTS OF UNIT

Management agrees to permit one (1) employee in the Unit, designated by Local 721 as a spokesperson for the Unit, time off with pay to attend meetings between LACEA, SEIU, Local 721 and Management where the subject of such meeting involves basic issues affecting employee relations concerning the entire Unit.

The name of the employee so designated will be provided in writing by Local 721 to Management. LACEA, SEIU, Local 721 agrees that the employee so designated shall neither log nor be entitled to compensatory time or premium pay for the time spent pursuing activities allowed under this Article.

ARTICLE 47 TRAINING AND TUITION REIMBURSEMENT

Section 1. Training

Management will attempt to develop training programs to meet the specific needs of employees to achieve departmental objectives. A description of the program will be made available to LACEA, SEIU, Local 721 for discussion in consultation meetings.

Section 2. Tuition Reimbursement

When budgetarily feasible, and at the sole discretion of the Department Head, Management will attempt to establish a Tuition Reimbursement Program encouraging participation of all interested permanent full-time employees of this bargaining unit.

ARTICLE 48 CONTINUING EDUCATION

Section 1.

Management recognizes the advantage of continued education for employees in this unit, and will give consideration to employee requests for participation in available work-related educational programs, conferences and seminars on County time.

Section 2.

Notwithstanding the above provisions and pursuant to the Civil Service Rules, where paid leave time is not available to all employees desiring to attend a work-related program, subject to departmental criteria, the employee may, at his or her discretion, use accrued leave time or up to two (2) days of leave without pay per year for such attendance. In all instances, provisions of this article will be subject to departmental staffing considerations.

ARTICLE 49 ATTENDANCE AT MEETINGS

Management agrees to administer the department transportation system in a manner which ensures that employees directed to attend special meetings will be provided either County transportation or appropriate reimbursement for travel between assigned work location, location of special meeting and return to assigned work location.

Management will take into consideration travel time when scheduling meetings.

ARTICLE 50 TRANSFERSSection 1.

Management will maintain a central file in which permanent employees may indicate their first and second work location preferences. A transfer bulletin will indicate positions open since the last notification. In cases in which failure to fill positions would result in diminishment of public service, the position will be filled on a temporary basis, otherwise the position will remain open for a two-week period after notification. The seniority of the employees requesting such reassignment will be considered but the ultimate placement will be determined by the requirements of the position. Temporary reassignments will not exceed three (3) months.

Employees who have been approved for reassignment will be transferred to their new assignment no more than thirty (30) calendar days from the date of reassignment approval. Management reserves the right to make reasonable exceptions to this provision based on service needs.

Section 2.

In the event there are no requests for reassignment to a vacant position, Management will fill the vacancy through hire, promotion, or by transfer of a qualified employee who has a current request for transfer on file. In making such transfers, the seniority of the employees will be considered, but the ultimate placement will be determined by the requirements of the position.

If a temporary assignment is the result of a vacancy, the open position shall be bulletined for transfer, promotion, or new hire.

Section 3.

It is understood and agreed that transfers will not be made for disciplinary purposes.

Section 4.

Prior to the establishment or implementation of redeployment, the parties agree to meet in accordance with Employee Relations Ordinance (Sec. 5.040.090, A) to discuss the process of redeployment of all affected employees covered within this Memorandum of Understanding.

This Section 4 shall be subject to advisory arbitration.

- Fire Department (213) 881-2308
 - Health Services
 -
 - LAC+USC Medical Center (323) 890-8322
 - High Desert (661) 945-8506
 - Mental Health (213) 738-4703
 - Probation (562) 940-2554
 - Public Health (213) 974-2583
 - Public Works (626) 458-EXAM
 - Sheriff's Department
 - Sworn 1-800-A-DEPUTY
 - Civilian (323) 526-5611
3. For on-line job information visit the County's website at: [http:// www.lacounty.info](http://www.lacounty.info). For open-competitive and interdepartmental promotional exams, click on "General Information" and select "Job Opportunities". For information on openings, go to the specific department of your choice. The County website can be accessed through the internet terminal at city and county public libraries.
4. To obtain on-line job information and apply for the Librarian I exam, visit the County Library's website at: www.colapublib.org and click on 'Career Opportunities'. For departmental Librarian and Library Assistant exam information. Library employees can visit the Library's Intranet. Employees are to go to the Human Resources Development Home Page and click on 'Department Career Opportunities'.

The parties agree that the provisions of Article shall not be grievable nor arbitrable, and are, therefore, expressly excluded from the grievance and arbitration provisions of Articles 9, 11 and 12.

ARTICLE 52 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.
- B. The County will pay employees for any overtime worked at a rate of one and one-half (1 1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
- C. On or after August 1, 1995, at the employee's option, Compensatory Time Off (CTO) accrued during the period from October 1, 1993 through and including June 30, 1994 and remaining on the books may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

Section 2. Usage of Non-FLSA Earned Compensatory Time

Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off. Requests for time off will be approved based on the needs of the service as determined by Management.

With prior approval of departmental Management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. Saving Clause

The parties agree that due to the delay of the application of the Fair Labor Standards Act to public employees of state and local government until April 15, 1986, the overtime provisions of the 1983-85 MOU shall be applied to employees covered by this agreement instead of the overtime provisions contained in this article for the period of the delay to April 14, 1986.

Provisions of this article shall be applied on and after April 15, 1986, to employees covered by this agreement and the provisions of the 1983-85 MOU shall cease to apply. If during the term of this agreement the Fair Labor Standards Act is determined not to

be applicable to public employees or public agencies through law, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied to employees covered by this agreement and any contrary language shall be deleted subsequent to the effective date of such law, regulation, or court decision.

Section 4. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

Section 5.

An employee who works a four (4) day - 40 hour week schedule or a nine (9) day - 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which he/she receives an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

ARTICLE 53 SPECIAL PAY PRACTICES

Section 1. Evening Shift Differential

The parties agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to Ordinance No. 6222, the Salary Ordinance of Los Angeles County, that during the term of this agreement employees in this Unit shall be paid an evening shift differential as follows:

- A. Effective October 1, 1995, employees who are assigned to a regularly established evening shift shall receive a bonus of fifty-five cents per hour for each hour worked on said shift.

For purposes of this Section, an evening shift is a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m.

Section 2. Productivity Bonus

- A. Employees in the classes of Librarian II - V, who are required to have full in-charge responsibilities for more than one community library, will receive a two standard salary schedule bonus per month for each complete month that they are required to perform the duties of both assignments.
- B. Employees in the classes of Librarian II - V, who in addition to their regular in-charge librarian assignment are required to perform the duties and

- responsibilities of a Regional Coordinator, will receive a two standard salary schedule bonus per month for each complete month that they are required to perform the duties of both assignments.
- C. Employees in the class of Librarian IV, who in addition to their Regional Coordinator assignment are required to have full in-charge responsibility for a community library, or perform the duties and responsibilities of another Regional Coordinator, will receive a two standard salary schedule bonus per month for each complete month that they are required to perform the duties of both assignments.
- D. Employees in the classes of Library Assistant II-IV, who in addition to their regular assignment are required to have full in-charge responsibility for a community library, will receive a two standard salary schedule bonus per month for each complete month that they are required to perform the duties of both assignments.
- E. The provisions of this Section apply only to full-time vacant funded positions.
- F. Employees will qualify for this bonus after fifteen (15) consecutive calendar days on any of the above mentioned dual assignments within a 30-day period.

- G. It is not Management's intent to make assignments to evade the provisions of this Section.
- H. All employees in this bargaining Unit who are assigned to work on Catalina Island shall be entitled to compensation at a rate of four (4) salary schedules higher than their current rate of pay.

Section 3. Call-Back Pay

Whenever an employee is unexpectedly ordered by his/her Department Head or designated Management representative to return to work following the termination of his/her normal work shift and departure from his/her work location, the employee shall receive a payment of four hours pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for

work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

ARTICLE 54 SALARIESSection 1. Recommended Salary Adjustment

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
8334	LIBRARIAN I	CURRENT	NM	82E	3910.18	5126.91
		12/13/2013	NM	85C	4218.91	5533.45
		10/01/2014	NM	85L	4302.55	5643.27
		02/01/2015	NM	86H	4388.73	5756.27
8335	LIBRARIAN II	CURRENT	NM	84E	4126.73	5412.45
		12/13/2013	NM	87C	4454.18	5842.09
		10/01/2014	NM	87L	4542.91	5958.45
		02/01/2015	NM	88H	4633.55	6077.36
8336	LIBRARIAN III	CURRENT	NM	86E	4356.27	5713.73
		12/13/2013	NM	89C	4702.45	6167.73
		10/01/2014	NM	89L	4796.27	6290.64
		02/01/2015	NM	90H	4892.00	6416.09
8337	LIBRARIAN IV	CURRENT	NM	88E	4599.45	6032.64
		12/13/2013	NM	91C	4964.73	6511.36
		10/01/2014	NM	91L	5063.64	6640.82
		02/01/2015	NM	92H	5165.09	6773.45
8339	LIBRARIAN V	CURRENT	NM	90E	4856.00	6368.91
		12/13/2013	NM	93C	5242.00	6874.18
		10/01/2014	NM	93L	5346.00	7010.91
		02/01/2015	NM	94H	5452.55	7150.82
8326	LIBRARY ASSISTANT I	CURRENT	NM	71E	2913.00	3807.09
		12/13/2013	NM	72B	2969.36	3881.55
		10/01/2014	NM	72K	3028.27	3957.91
		02/01/2015	NM	73G	3087.73	4036.45
8327	LIBRARY ASSISTANT II	CURRENT	NM	73E	3072.82	4016.64
		12/13/2013	NM	74B	3132.73	4096.18
		10/01/2014	NM	74K	3194.55	4177.64
		02/01/2015	NM	75G	3257.45	4260.73
8330	LIBRARY ASSISTANT III	CURRENT	NM	75E	3241.64	4239.82
		12/13/2013	NM	76B	3305.18	4323.82
		10/01/2014	NM	76K	3370.64	4410.36
		02/01/2015	NM	77G	3436.64	4498.55

8331 LIBRARY ASSISTANT IV	CURRENT	NM	77E	3420.09	4476.36
	12/13/2013	NM	78B	3486.64	4565.36
	10/01/2014	NM	78K	3555.73	4656.27
	02/01/2015	NM	79G	3625.36	4749.36
8381 MEDICAL LIBRARIAN I	CURRENT	N2M	84E	4356.27	5412.45
	12/13/2013	N2M	87C	4702.45	5842.09
	10/01/2014	N2M	87L	4796.27	5958.45
	02/01/2015	N2M	88H	4892.00	6077.36
8382 MEDICAL LIBRARIAN II	CURRENT	NM	86E	4356.27	5713.73
	12/13/2013	NM	89C	4702.45	6167.73
	10/01/2014	NM	89L	4796.27	6290.64
	02/01/2015	NM	90H	4892.00	6416.09
8384 SENIOR MEDICAL LIBRARIAN	CURRENT	NM	89E	4725.91	6198.45
	12/13/2013	NM	92C	5101.45	6690.27
	10/01/2014	NM	92L	5203.27	6823.36
	02/01/2015	NM	93H	5307.00	6959.64

Section 2.

The parties having jointly reviewed and considered available salary and wage information data, agree that, independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 3. Step Advances

- a. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
 - (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his/her step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his/her designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 4. Vacation For Pay Program

A. Special Vacation Usage (Vacation for Pay Program)

Any special vacation earned during the period from October 1, 1993 through June 30, 1994 may be used with the prior approval of Management.

B. Payoff of Special Vacation

On or after August 1, 1995, at the employee's option, unused special vacation may continue to be taken as time off, subject to prior Management approval, or may be converted to pay. An employee electing payment for any portion of the employee's special vacation balance, may submit a request to Management and, within 45 days of that request, shall be paid at the workday pay rate then in effect for the employee. Any employee who terminates County employment shall be paid upon termination at the workday rate then in effect for any remaining special vacation granted pursuant to this article. It is understood that the Board of Supervisors may direct at any time prior to termination that some or all employees be paid at the workday pay rate then in effect for the employee for some or all of the unused special vacation.

APPENDIX A

Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX B

OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. **LIGHTING**

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. **GLARE**

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. **KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS**

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. MAINTENANCE

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

APPENDIX CEMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT**Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA;

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

SWHa

2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758
 (916) 478-7251 TTY (800) 700-2320
 Fax (916) 478-7329 www.dfeh.ca.gov



"NOTICE A"

PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
 - 1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
 - 2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
 - 3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

Employer's Contact Person at Employer's Telephone Number

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Ste. 100,
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320
Fax (916) 478-7329 www.dfeh.ca.gov

**"NOTICE B"****FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND
PREGNANCY DISABILITY LEAVE**

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA- eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

Employer's Contact Person at Employer's Telephone Number

DFEH-100.21 (01/00)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By  _____
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

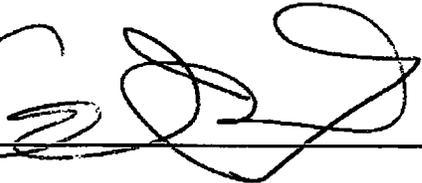
By  _____
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

SIGNATURE PAGE (Continued)

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVES

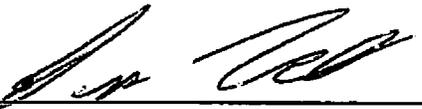
COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By  _____

By _____

By Kim Peters

By _____

By  _____

By _____

By Isabell Bynal

By Sharon M. Johnson

By Dee Dee Reidy

By Thomas A. Conicelli

By Grace Bernier

By _____

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

ANALYSIS

This ordinance amends Title 5 – Personnel and Title 6 – Salaries of the Los Angeles County Code relating to fringe benefits and salary changes by:

- Amending various sections of Chapter 5.19 to update the County of Los Angeles Pension Savings Plan;
- Amending various sections of Chapter 5.25 to update the County of Los Angeles Deferred Compensation and Thrift Plan;
- Amending various sections of Chapter 5.27 to update the County of Los Angeles Flexible Benefit Plan;
- Amending various sections of Chapter 5.28 to update the County of Los Angeles Nonpensionable Flexible Benefit Plan;
- Amending and/or adding various sections to Chapter 5.30 to update the County of Los Angeles Health Care Reimbursement Plan;
- Amending various sections in Chapter 5.33 to update the Choices Plan;
- Amending and/or adding various sections to Chapter 5.35 to update the Choices Health Care Spending Account Plan;
- Amending Section 5.36.025 to revise County contribution rates for health insurance coverage;
- Amending and/or adding various sections to Chapter 5.37 to update the Local 721 Cafeteria Plan; and

- Amending Section 6.26.040 to update the Registered Nursing Schedule for non-represented nursing classifications.

JOHN F. KRATTLI
County Counsel

By:



RICHARD D. BLOOM
Principal Deputy County Counsel
Labor & Employment Division

RDB:mt

Requested: 01-31-14
Revised: 02-05-14
02-10-14

ORDINANCE NO. _____

An ordinance amending Title 5 – Personnel and Title 6 - Salaries of the Los Angeles County Code, relating to fringe benefits and salary changes.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 5.19.020 is hereby amended to read as follows:

5.19.020 Definitions.

The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

A. “Administrative Committee” means a committee consisting of: the Auditor-Controller, County Counsel, Treasurer and Tax Collector, and Chief ~~Administrative~~Executive Officer of the County, one member appointed by Local ~~660721~~, Los Angeles County Employees’ Association, SEIU, AFL-CIO (Local ~~660721~~), and one member appointed by the Coalition of County Unions, AFL-CIO (Coalition). The Administrative Committee shall be the administrator of the Plan, and may delegate all or part of its powers, duties, and authority in such capacity (without ceasing to be the administrator of the Plan) as hereinafter provided. Administrative Committee members may designate named alternates that may serve in their absence; provided, however, not more than one such named alternate shall be designated for Local ~~660721~~ and the Coalition, respectively.

...

Y. “County Contribution” or “Matching Contribution” means an amount equal to three percent of a Participant’s Compensation that is credited by the County to such Participant’s Investment Account, plus any additional amount that the County, either pursuant to a memorandum of understanding with employee representatives or at the sole discretion of the Board and pursuant to Board action, determines to contribute to the Plan for one or more Plan Years on behalf of Participants specified in such memorandum of understanding or such Board action, as applicable.

...

SECTION 2. Section 5.19.050 is hereby amended to read as follows:

5.19.050 Matching Contributions.

Subject to the limitations of Section 5.19.060, the County shall agree to credit to the Investment Account of each Participant as a Matching Contribution for a Plan Year an amount equal to three percent of such Participant’s Compensation for the Plan Year. The County may, pursuant to a memorandum of understanding with employee representatives, or at the discretion of the Board and pursuant to Board action, make additional County Contributions for one or more Plan Years on behalf of Participants specified in such memorandum of understanding or such Board action, as applicable, subject to the limitations of Section 5.19.060.

SECTION 3. Section 5.25.020 is hereby amended to read as follows:

5.25.020 Definitions.

The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

...

EE. "Matching Fund" means the aggregate amount ~~designated by the County to be used during a period specified~~ by the County to match Deferred Compensation Contributions, and which may be subject to a dollar cap established by the Board of Supervisors for a specified period pursuant to Section 5.25.050.

...

SECTION 4. Section 5.25.050 is hereby amended to read as follows:

5.25.050 Matching contributions.

A. Effective beginning January 1, 2001, unless another matching contribution rate is established in a memorandum of understanding affecting the fringe benefits of a Participant, for every dollar of a Participant's Deferred Compensation Contribution under the Plan, to a maximum of 4 percent of such Participant's Compensation in any month within the period from July 1st of a Plan Year to June 30th of the next Plan Year, the County shall contribute \$1 from the Matching Fund; provided, however, that for Participants who are Eligible Employees pursuant to a memorandum of understanding the aggregate amount of Matching Contributions under the Plan for such July 1st to June 30th period shall not exceed a the dollar cap, if any, to be determined established by the Board of Supervisors.

B. The Deferred Compensation Contribution under this Plan of each Participant who is an Eligible Employee pursuant to a memorandum of understanding shall be matched on a monthly basis as provided herein until the dollar cap on the Matching Fund, if any, is exhausted. In the event that amounts remaining in the Matching Fund are determined by the County to be insufficient to meet the Matching Contributions required herein for the next succeeding month due to any dollar cap established by the Board of Supervisors, the County shall allocate the amount remaining in the Matching Fund to the Deferred Compensation Contributions of each such Participant for such month on a pro rata basis at a reduced ratio, and shall notify said Participants that the Matching Fund is about to be exhausted. The Board shall designate the amount, if any under such terms and conditions as it may establish, which is to be set aside as the Matching Fund for any succeeding period selected by the Board and the ratio for such period at which Deferred Compensation Contributions are to be matched on a monthly basis. Participants who are Eligible Employees not subject to a memorandum of understanding shall not be subject to an annual cap on Matching Contributions or permitted to receive Matching Contributions allocated for Participants who are eligible Employees subject to a memorandum of understanding.

...

SECTION 5. Section 5.27.040 is hereby amended to read as follows:

5.27.040 Contributions.

A. Nonelective Contributions. Except as otherwise provided herein, each month the County shall contribute to the Plan on behalf of each Participant an amount equal to the greater of \$809.00 or 10 percent of such Participant's Compensation for the preceding month beginning the 2009 Plan Year. ~~;~~ ~~provided, however, that~~ In addition to these monthly Nonelective Contributions, the County shall make two ad hoc Nonelective Contributions on behalf of each Participant in an amount equal to \$250 on each of the March 28, 2014 and July 30, 2014 pay dates. Notwithstanding the foregoing, no Nonelective Contribution shall be contributed for any Participant if he has not been in a pay status for at least eight hours during the prior month. Nonelective Contributions shall be reflected in County payroll warrants issued on or about the fifteenth day of the month following the month in which the requisite pay status was completed. Effective beginning on and after April 1, 2010, or such later date as may be determined by the Chief Administrative Executive Officer when the human resources management system reflecting this provision is implemented, an advance of approximately one-half the monthly Nonelective Contributions received as additional Eligible Earnings in accordance with Section 5.27.050E shall be reflected in County payroll warrants issued on or about the thirtieth day of the month in which the requisite pay status was completed and the remainder of such additional Eligible Earnings shall be reflected in County payroll warrants issued on or about the fifteenth day of the month following the month in which the requisite pay status was completed.

...

SECTION 6. Section 5.27.060 is hereby amended to read as follows:

5.27.060 Benefit election procedure and allocation of Contributions.

A. General Elections Procedure. Prior to the commencement of each Plan Year, or in the case of employees who become Eligible Employees during a Plan Year, prior to the first day of their participation in the Plan pursuant to Section 5.27.030A, the County shall provide an election form to each Eligible Employee and Participant who will be entitled to begin or continue participation in the Plan for such Plan Year. Each Eligible Employee prior to commencing his participation in the Plan and each Participant prior to the beginning of a Plan Year shall elect the types of Taxable Benefits and Nontaxable Benefits to be received under the Plan during the course of such Plan Year. The form and content of the election form shall be such as the County shall from time to time determine to be appropriate. All election forms shall be due and returnable to the County on or before such date as the County may specify, which date shall be no later than the day prior to the commencement of the Plan Year to which such forms relate, or in the case of Eligible Employees the day prior to the commencement of participation.

...

G. Forfeiture of Unused Benefits. Any amount which a Participant has elected to receive during the Plan Year as a specific Taxable Benefit or Nontaxable Benefit pursuant to the election procedure set forth in subsections A and B of this section which remains unused by the Participant at the close of the Plan Year shall be forfeited to the County; provided, however, that payments of such amount may be made

to the Participant up to six months beyond the close of a Plan Year so long as such payments are made under the provisions of such specific Taxable Benefit or Nontaxable Benefit for expenses incurred by the Participant during the Plan Year; provided further that up to \$500 of unused amounts credited to a Participant's Health Care Reimbursement Account may be carried over to the next Plan Year in accordance with the rules set forth in Section 5.30.030.

SECTION 7. Section 5.27.240 is hereby amended to read as follows:

5.27.240 Contributions.

A. Nonelective Contributions.

1. Except as otherwise provided herein, each month the County shall contribute to the Plan on behalf of each Participant an amount equal to the greater of \$1,078.00 beginning the 2009 Plan Year or the amount designated in subsection (a) or (b) below, whichever is applicable:

a. 14.5 percent of the Participant's Compensation for the preceding month if the Participant is a Retirement Plan A, B, C, or D Member, and has completed less than five years of continuous service as of the commencement of the current Plan Year;

b. 17.0 percent of the Participant's Compensation for the preceding month if the Participant is a Retirement Plan A, B, C, or D Member and has completed five or more years of continuous service as of the commencement of the current Plan Year, or if he is a Retirement Plan E Member; provided, however, that the percentage figures set forth in the following table shall apply in lieu of said 17.0 percent for any

Participant, regardless of retirement plan, who has completed 10 or more years of continuous service as of January 1, 1991:

Continuous Service As of January 1, 1991	Nonelective Contribution
10 years	17.4%
11 years	17.8%
12 years	18.2%
13 years	18.6%
14 or more years	19.0%

2. In addition to these monthly Nonelective Contributions, the County shall make two ad hoc Nonelective Contributions on behalf of each Participant in an amount equal to \$250 on each of the March 28, 2014 and July 30, 2014 pay dates.

2-3. In no event shall a Nonelective Contribution be made on behalf of any Participant who has not been in a pay status for at least eight hours during the prior month. Nonelective Contributions shall be reflected in County payroll warrants issued on or about the fifteenth day of the month following the month in which the requisite pay status was completed. Effective beginning on and after April 1, 2010, or such later date as may be determined by the Chief Administrative Executive Officer when the human resources management system reflecting this provision is implemented, an advance of approximately one-half the monthly Nonelective Contributions received as additional Eligible Earnings in accordance with Section 5.27.250E shall be reflected in County

payroll warrants issued on or about the thirtieth day of the month in which the requisite pay status was completed and the remainder of such additional Eligible Earnings shall be reflected in County payroll warrants issued on or about the fifteenth day of the month following the month in which the requisite pay status was completed.

...

SECTION 8. Section 5.27.260 is hereby amended to read as follows:

5.27.260 Benefits election procedure and allocation of Contributions.

A. General Elections Procedure. Prior to the commencement of each Plan Year, or in the case of employees who become Eligible Employees during a Plan Year, prior to the first day of their participation in the Plan pursuant to Section 5.27.230A, the County shall provide an election form to each Eligible Employee and Participant who will be entitled to begin or continue participation in the Plan for such Plan Year. Each Eligible Employee prior to commencing his participation in the Plan and each Participant prior to the beginning of a Plan Year shall elect the types of Taxable Benefits and Nontaxable Benefits to be received under the Plan during the course of such Plan Year. The form and content of the election form shall be such as the County shall from time to time determine to be appropriate. All election forms shall be due and returnable to the County on or before such date as the County may specify, which date shall be no later than the day prior to the commencement of the Plan Year to which such forms relate, or in the case of Eligible Employees the day prior to the commencement of participation.

...

G. Forfeiture of Unused Benefits. Any amount which a Participant has elected to receive during the Plan Year as a specific Taxable Benefit or Nontaxable Benefit pursuant to the election procedure set forth in subsections A and B of this section which remains unused by the Participant at the close of the Plan Year shall be forfeited to the County; provided, however, that payments of such amount may be made to the Participant up to six months beyond the close of a Plan Year so long as such payments are made under the provisions of such specific Taxable Benefit or Nontaxable Benefit for expenses incurred by the Participants during the Plan Year; provided further that up to \$500 of unused amounts credited to a Participant's Health Care Reimbursement Account may be carried over to the next Plan Year in accordance with the rules set forth in Section 5.30.030.

SECTION 9. Section 5.28.060 is hereby amended to read as follows:

5.28.060 Benefit election procedure and allocation of Contributions.

A. General Elections Procedure. Prior to the commencement of each Plan Year, or in the case of employees who become Eligible Employees during a Plan Year, prior to the first day of their participation in the Plan pursuant to Section 5.28.030A, the County shall provide an election form to each Eligible Employee and Participant who will be entitled to begin or continue participation in the Plan for such Plan Year. Each Eligible Employee prior to commencing his participation in the Plan and each Participant prior to the beginning of a Plan Year shall elect the types of Taxable Benefits and Nontaxable Benefits to be received under the Plan during the course of such Plan Year. Each Eligible Employee prior to commencing his participation in the Plan shall

irrevocably waive all entitlement to have any portion of the Nonelective Contribution included in the calculation of retirement benefits under the County Employees Retirement Law of 1937. The form and content of the election form shall be such as the County shall from time to time determine to be appropriate. All election forms shall be due and returnable to the County on or before such date as the County may specify, which date shall be no later than the day prior to the commencement of the Plan Year to which such forms relate, or in the case of Eligible Employees the day prior to the commencement of participation.

...

G. Forfeiture of Unused Benefits. Any amount which a Participant has elected to receive during the Plan Year as a specific Taxable Benefit or Nontaxable Benefit pursuant to the election procedure set forth in subsections A and B of this section which remains unused by the Participant at the close of the Plan Year shall be forfeited to the County; provided, however, that payments of such amount may be made to the Participant up to six months beyond the close of a Plan Year so long as such payments are made under the provisions of such specific Taxable Benefit or Nontaxable Benefit for expenses incurred by the Participant during the Plan Year; provided further that up to \$500 of unused amounts credited to a Participant's Health Care Reimbursement Account may be carried over to the next Plan Year in accordance with the rules set forth in Section 5.30.030.

SECTION 10. Section 5.28.240 is hereby amended to read as follows:

5.28.240 Contributions.

A. Nonelective Contributions.

1. Except as otherwise provided herein, each month the County shall contribute to the Plan on behalf of each Participant an amount equal to the greater of \$1,078.00 beginning the 2009 Plan Year or the amount designated in subsection (a) or (b) below, whichever is applicable:

a. 14.5 percent of the Participant's Compensation for the preceding month if the Participant is a Retirement Plan A, B, C, or D Member, and has completed less than five years of continuous service as of the commencement of the current Plan Year;

b. 17.0 percent of the Participant's Compensation for the preceding month if the Participant is a Retirement Plan A, B, C, or D Member and has completed five or more years of continuous service as of the commencement of the current Plan Year, or if he is a Retirement Plan E Member; provided, however, that the percentage figures set forth in the following table shall apply in lieu of said 17.0 percent for any Participant, regardless of retirement plan, who has completed 10 or more years of continuous service as of January 1, 1991:

Continuous Service As of January 1, 1991	Nonelective Contribution
10 years	17.4%
11 years	17.8%
12 years	18.2%
13 years	18.6%
14 or more years	19.0%

2. In addition to these monthly Nonelective Contributions, the County shall make two ad hoc Nonelective Contributions on behalf of each Participant in an amount equal to \$250 on each of the March 28, 2014 and July 30, 2014 pay dates.

23. In no event shall a Nonelective Contribution be made on behalf of any Participant who has not been in a pay status for at least eight hours during the prior month. Nonelective Contributions shall be reflected in County payroll warrants issued on or about the fifteenth day of the month following the month in which the requisite pay status was completed. Effective beginning on and after April 1, 2010, or such later date as may be determined by the Chief Administrative Executive Officer when the human resources management system reflecting this provision is implemented, an advance of approximately one-half the monthly Nonelective Contributions received as additional Eligible Earnings in accordance with Section 5.28.250E shall be reflected in County payroll warrants issued on or about the thirtieth day of the month in which the requisite pay status was completed and the remainder of such additional Eligible Earnings shall

be reflected in County payroll warrants issued on or about the fifteenth day of the month following the month in which the requisite pay status was completed.

SECTION 11. Section 5.28.260 is hereby amended to read as follows:

5.28.260 Benefits election procedure and allocation of Contributions.

A. General Elections Procedure. Prior to the commencement of each Plan Year, or in the case of employees who become Eligible Employees during a Plan Year, prior to the first day of their participation in the Plan pursuant to Section 5.28.230A, the County shall provide an election form to each Eligible Employee and Participant who will be entitled to begin or continue participation in the Plan for such Plan Year. Each Eligible Employee prior to commencing his participation in the Plan and each Participant prior to the beginning of a Plan Year shall elect the types of Taxable Benefits and Nontaxable Benefits to be received under the Plan during the course of such Plan Year. Each Eligible Employee prior to commencing his participation in the Plan shall irrevocably waive all entitlement to have any portion of the Nonelective Contribution included in the calculation of retirement benefits under the County Employees Retirement Law of 1937. The form and content of the election form shall be such as the County shall from time to time determine to be appropriate. All election forms shall be due and returnable to the County on or before such date as the County may specify, which date shall be no later than the day prior to the commencement of the Plan Year to which such forms relate, or in the case of Eligible Employees the day prior to the commencement of participation.

...

G. Forfeiture of Unused Benefits. Any amount which a Participant has elected to receive during the Plan Year as a specific Taxable Benefit or Nontaxable Benefit pursuant to the election procedure set forth in subsections A and B of this section which remains unused by the Participant at the close of the Plan Year shall be forfeited to the County; provided, however, that payments of such amount may be made to the Participant up to six months beyond the close of a Plan Year so long as such payments are made under the provisions of such specific Taxable Benefits or Nontaxable Benefits for expenses incurred by the Participants during the Plan Year; provided further that up to \$500 of unused amounts credited to a Participant's Health Care Reimbursement Account may be carried over to the next Plan Year in accordance with the rules set forth in Section 5.30.030.

SECTION 12. Chapter 5.30 is hereby amended to read as follows:

Chapter 5.30

COUNTY OF LOS ANGELES HEALTH CARE REIMBURSEMENT PLAN

Sections:

- 5.30.010 Purpose.
- 5.30.020 Definitions.
- 5.30.025 Participation.

...

SECTION 13. Section 5.30.020 is hereby amended to read as follows:

5.30.020 Definitions.

As used herein, the following words and phrases shall have the following

meanings respectively, unless the context otherwise requires:

A. "Dependent" means the Participant's spouse to whom he or she is legally married and a Participant's tax dependent (as defined in Internal Revenue Code Section 152, determined without regard to Section 152(b)(1), (b)(2), and (d)(1)(B)). Dependent shall also mean a Participant's child (as defined in Internal Revenue Code section 152(f)(1)) who has not attained age 26 as of the end of the taxable year. A child of a divorced or separated Employee to whom Internal Revenue Code Section 152(e) applies shall be considered a Dependent of both parents in accordance with Revenue Procedure 2008-48 or subsequent guidance. Domestic partners, children or other relatives who are not Dependents as defined herein are not covered by the Health Care Reimbursement Account.

B. "Election Information" means the information and rules relating to the general administration of the Health Care Spending Account, which may include, but is not limited to, rules relating to election procedures and deadlines, rules relating to the administration of benefits for Participants during a Plan Year, or who experience an interruption of active service, and rules necessary to maintain the tax-favored status of the Health Care Spending Account. Such Election Information shall be developed by the Chief Executive Officer except as otherwise provided by the Board.

A.C. "Health Care Reimbursement Account" means an individual account established and maintained for a Participant to which Contributions are periodically credited pursuant to Section 5.27.060F of the Flexible Benefit Plan, Section 5.27.260F of the MegaFlex Benefit Plan, Section 5.28.060F of the Nonpensionable Flexible Benefit Plan, or Section 5.28.260F of the Nonpensionable MegaFlex Benefit Plan, and from

which Medical Expenses are paid.

~~B.D.~~ "Maximum Amount" means the Contribution amount selected by a Participant (on an election form furnished by the County) for credit to his Health Care Reimbursement Account for a Plan Year; provided, however, that such amount shall not be less than \$10.00 per month nor more than \$400.00 per month. Effective January 1, 2013, as required by the Patient Protection and Affordable Care Act, the maximum allowable employee contribution for the Health Care Spending Account is reduced from \$400 to \$200 per month.

~~C.E.~~ "Medical Care" means amounts paid (1) for the diagnosis, cure, mitigation, treatment, or prevention of disease, or for the purpose of affecting any structure or function of the body; or (2) for transportation primarily for and essential to medical care referred to in (1) above; ~~or (3) for insurance covering medical care referred to in (1) and (2) above.~~ This definition is to be construed in accordance with Section 213(d)(1) of the Internal Revenue Code.

~~D.F.~~ "Medical Expenses" means all expenses incurred during a Plan Year by a Participant for the Medical Care of himself and/or his Dependents, ~~his spouse and his dependents (as defined in Section 152 of the Code)~~, irrespective of whether such expenses were incurred in connection with such Participant's employment, provided that such expenses (i) are not reimbursed or paid for by any other plan, (ii) include a medicine or drug only if it is a prescribed drug (determined without regard to whether such drug is available without a prescription) or is insulin, and (iii) do not include insurance premiums or long-term care benefits. Medical Expenses are incurred on the date the medical care or supply is provided, not on the date charged, billed, or paid.

E.G. "Participant" means an Eligible Employee who is actively participating in the Health Care Reimbursement Account in accordance with Section 5.30.025a-
~~participant in the Flexible Benefit Plan, or a former Eligible Employee for the duration of the Plan Year in which he ceased to be an Eligible Employee.~~

H. "Run-Out Period" means the period during which expenses or claims incurred during a Plan Year must be submitted to be eligible for payment or reimbursement. The Run-Out Period ends six (6) months after the end of the Plan Year.

F.I. The following terms shall have the same definitions as are specified in Section 5.27.020 of the Flexible Benefit Plan, Section 5.27.220 of the MegaFlex Benefit Plan, Section 5.28.020 of the Nonpensionable Flexible Benefit Plan, and Section 5.28.220 of the Nonpensionable Megaflex Benefit Plan, as applicable.

"Benefits"

"Board"

"CAO"

"Code"

"Contributions"

"County"

"Election Information"

"Eligible Employee"

"Materials"

"Plan Year"

SECTION 14. Section 5.30.025 is hereby added to read as follows:

5.30.025 Participation.

A. Commencement of Participation. When an individual first becomes an Eligible Employee, he or she may enroll as provided in the Election Information and Materials. Assuming he or she timely enrolls, his or her participation in the Health Care Reimbursement Account commences in accordance with the following chart:

<u>Month in which Employee First Becomes Eligible and Enrolls</u>	<u>Month in which Participation Begins</u>	<u>Month in which Contributions Begin</u>
<u>January</u>	<u>February</u>	<u>March</u>
<u>February</u>	<u>March</u>	<u>April</u>
<u>March</u>	<u>April</u>	<u>May</u>
<u>April</u>	<u>May</u>	<u>June</u>
<u>May</u>	<u>June</u>	<u>July</u>
<u>June</u>	<u>July</u>	<u>August</u>
<u>July</u>	<u>August</u>	<u>September</u>
<u>August</u>	<u>September</u>	<u>October</u>
<u>September</u>	<u>October</u>	<u>November</u>
<u>October</u>	<u>November</u>	<u>December</u>
<u>November</u>	<u>December</u>	<u>January</u>
<u>December</u>	<u>January</u>	<u>February</u>

Except as provided in Section 5.30.030D, an Eligible Employee must reenroll during open enrollment as provided in the Election Information and Materials to participate in the following Plan Year. If the Eligible Employee enrolls during open enrollment, participation in the Health Care Reimbursement Account will commence on the first day of the next following Plan Year.

B. Termination and Suspension of Participation. Participation in the Health Care Reimbursement Account shall terminate or be suspended as provided in the Election Information and Materials.

SECTION 15. Section 5.30.030 is hereby amended to read as follows:

5.30.030 Payments under the Plan.

The County shall from time to time, upon request of a Participant made in writing not later than ~~six months following the end of a Plan Year~~ the end of the Run-Out Period, reimburse all or part of the Medical Expenses incurred by the Participant during such Plan Year; provided, however, that:

A. All such payments during or in respect of a particular Plan Year to the Participant's Health Care Spending Account shall be limited in the aggregate to (a) his Maximum Amount; ~~and plus~~ (b) the Carryover Amount described in Section 5.30.030B, subject to the rules in Section 5.30.030C.

B. Subject to the rules in Section 5.30.030C below, amounts up to \$500 that remain unused under the Health Care Reimbursement Account with respect to one Plan Year are carried over to the next Plan Year. The carryover amount is the lesser of (a) any unused amounts from the immediately preceding Plan Year, or (b) \$500 (the "Carryover Amount"). Any unused amount in the Health Care Reimbursement Account in excess of the Carryover Amount that remains unused as of the last day of the Run-Out Period shall be forfeited.

C. A Participant's unused balance under the Health Care Reimbursement Account at the end of the prior Plan Year will be used either: (a) to reimburse expenses

incurred during the prior Plan Year and submitted during the Run-Out Period that begins at the end of the prior Plan Year (thus retroactively reducing the unused amount as of the end of the prior Plan Year), or (b) to the extent of the Carryover Amount, for expenses that are incurred at any time during the current Plan Year. Any Carryover Amount used to reimburse a prior Plan Year's expense during the Run Out Period will reduce the Carryover Amount that may be used for current Plan Year expenses, and any of the Carryover Amount used for current Plan Year expenses will reduce the amount available to reimburse the prior Plan Year's expenses during the applicable Run-Out Period. The Health Care Reimbursement Account treats claims for Medical Expenses as reimbursed first from unused amounts credited for the current Plan Year and, only after exhausting such amounts, as reimbursed from the Carryover Amount. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense: (a) reduce the amounts available to pay prior Plan Year expenses during the Run-Out Period; (b) are counted against the Carryover Amount; and (c) cannot exceed the Carryover Amount.

D. Notwithstanding Section 5.30.025, a Participant in a Health Care Reimbursement Account during one Plan Year who fails to enroll in the Health Care Reimbursement Account for the following Plan Year on a timely basis will nevertheless have a Health Care Reimbursement Account established for him for that following Plan Year to the extent of any Carryover Amount provided for in this Section 5.30.030.

BE. Payments hereunder may be made only upon such proof of the Medical Expenses in question as the County shall in its discretion require. It is not necessary that such Medical Expenses have been already paid by the Participant, his spouse or his

dependents, but merely that, if not yet paid, there exists an obligation to pay them.

F. Medical Expenses reimbursed by the Plan for a Plan Year must have been incurred during a period when the Participant (and Dependents) are covered by the Health Care Reimbursement Account, as described in the Election Information and Materials, and submitted for reimbursement, with all required substantiation, before the end of the Run-Out Period. Accordingly, with regard to each Plan Year, the Health Care Reimbursement Account will not reimburse any expenses incurred: (i) before the start of the Plan Year or, if later, before the date the Eligible Employee first becomes a Participant under Section 5.30.025; (ii) after the end of the Plan Year; (iii) after coverage terminates or while coverage is suspended as described in the Election Information and Materials; or (iv) that are not adequately substantiated before the end of the Run-Out Period.

SECTION 16. Section 5.33.040 is hereby amended to read as follows:

5.33.040 Contributions.

A. Nonelective Contributions.

1. Except as otherwise provided herein, for each month of the ~~2012~~2014 Plan Year (commencing with County pay warrants issued on or about January 15, ~~2012~~2014), the County shall contribute to the Plan on behalf of each Participant an amount equal to \$244.00, unless (1) said Participant is entitled to One Party Medical Insurance Coverage with respect to said month, in which case, the County shall contribute an amount equal to ~~\$659.13~~\$757.46, or (2) said Participant is entitled to Two Party Medical Insurance Coverage with respect to said month, in which case, the County shall contribute an amount equal to ~~\$1,202.61~~\$1,382.02; or (3) said

Participant is entitled to Three Party Medical Insurance Coverage with respect to said month, in which case, the County shall contribute an amount equal to ~~\$1,420.66~~\$1,632.60.

2. Except as otherwise provided herein, for each month of the ~~2013~~2015 Plan Year (commencing with County pay warrants issued on or about January 15, ~~2013~~2015), the County shall contribute to the Plan on behalf of each Participant an amount equal to \$244.00, unless (1) said Participant is entitled to One Party Medical Insurance Coverage with respect to said month, in which case, the County shall contribute an amount equal to ~~\$705.59~~\$812.00, or (2) said Participant is entitled to Two Party Medical Insurance Coverage with respect to said month, in which case, the County shall contribute an amount equal to ~~\$1,289.20~~\$1,481.53; or (3) said Participant is entitled to Three Party Medical Insurance Coverage with respect to said month, in which case, the County shall contribute an amount equal to ~~\$1,522.95~~\$1,750.15.

3. In addition to these monthly Nonelective Contributions, the County shall make two ad hoc Nonelective Contributions on behalf of each Participant in an amount equal to \$250 on each of the March 28, 2014 and July 30, 2014 pay dates.

34. No Nonelective Contribution shall be contributed for any Participant if he has not been in a pay status for at least eight hours during the prior month. Nonelective Contributions shall be reflected in County payroll warrants issued on or about the fifteenth day of the month following the month in which the requisite pay status was completed. Effective beginning on and after April 1, 2010, or such later date as may be determined by the Chief AdministrativeExecutive Officer when the human

resources management system reflecting this provision is implemented, an advance of approximately one-half the monthly Nonelective Contributions received as additional Eligible Earnings in accordance with Section 5.33.050F shall be reflected in County payroll warrants issued on or about the thirtieth day of the month in which the requisite pay status was completed and the remainder of such additional Eligible Earnings shall be reflected in County payroll warrants issued on or about the fifteenth day of the month following the month in which the requisite pay status was complete.

...

SECTION 17. Section 5.33.060 is hereby amended to read as follows:

5.33.060 Benefit election procedure and allocation of contributions.

A. General Elections Procedure.

...

G. Forfeiture of Unused Benefits. Any amount which a Participant has elected to receive during the Plan Year as a specific Taxable Benefit or Nontaxable Benefit pursuant to the election procedure set forth in subsections A and B of this section which remains unused by the Participant at the close of the Plan Year shall be forfeited to the County; provided, however, that payments of such amount may be made to the Participant up to six months beyond the close of a Plan Year so long as such payments are made under the provisions of such specific Taxable Benefit or Nontaxable Benefit for expenses incurred by the Participant during the Plan Year.; provided further that up to \$500 of unused amounts credited to a Participant's Health Care Spending Account may be carried over to the next Plan Year in accordance with the rules set forth

in Section 5.35.030.

SECTION 18. Chapter 5.35 is hereby amended to read as follows:

Chapter 5.35

CHOICES HEALTH CARE SPENDING ACCOUNT PLAN

Sections:

5.35.010 Purpose.

5.30.020 Definitions.

5.30.025 Participation.

...

SECTION 19. Section 5.35.020 is hereby amended to read as follows:

5.35.020 Definitions.

As used herein, the following words and phrases shall have the following meanings respectively, unless the context otherwise requires:

A. “Dependent” means the Participant’s spouse to whom he or she is legally married and a Participant’s tax dependent (as defined in Internal Revenue Code Section 152, determined without regard to Section 152(b)(1), (b)(2), and (d)(1)(B)). Dependent shall also mean a Participant’s child (as defined in Internal Revenue Code Section 152(f)(1)) who has not attained age 26 as of the end of the taxable year. A child of a divorced or separated Employee to whom Internal Revenue Code Section 152(e) applies shall be considered a Dependent of both parents in accordance with Revenue Procedure 2008-48 or subsequent guidance. Domestic partners, children or other

relatives who are not Dependents as defined herein are not covered by the Health Care Spending Account.

B. "Election Information" means the information and rules relating to the general administration of the Health Care Spending Account, which may include, but is not limited to, rules relating to election procedures and deadlines, rules relating to the administration of benefits for Participants who enter or exit the Choices Plan during a Plan Year, or who experience an interruption of active service, and rules necessary to maintain the tax-favored status of the Health Care Spending Account and the Choices Plan through which it is offered. Such Election Information shall be developed by the Chief Executive Officer (except as otherwise provided by the Board).

A-C. "Health Care Spending Account" means an individual account established and maintained for a Participant to which Contributions are periodically credited pursuant to Section 5.33.060F of the Choices Plan and from which Medical Expenses are paid.

BD. "Maximum Amount" means the Contribution amount selected by a Participant (on an election form furnished by the County) for credit to his Health Care Spending Account for the Plan Year; provided, however, that such amount shall not exceed \$125.00 per month during the Plan Year commencing on July 1, 1989, and \$400.00 per month during each subsequent Plan Year. Effective January 1, 2013, as required by the Patient Protection and Affordable Care Act, the maximum allowable employee contribution for the Health Care Spending Account is reduced from \$400 to \$200 per month.

~~CE.~~ "Medical Care" means amounts paid (1) for the diagnosis, cure, mitigation, treatment, or prevention of disease, or for the purpose of affecting any structure or function of the body; or (2) for transportation primarily for and essential to medical care referred to in (1) above; ~~or (3) for insurance covering medical care referred to in (1) and (2) above.~~ This definition is to be construed in accordance with Section 213(d)(1) of the Internal Revenue Code.

~~DE.~~ "Medical Expenses" means all expenses incurred during a Plan Year by a Participant for the Medical Care of himself and his Dependents, ~~his spouse and his dependents (as defined in Section 152 of the Code)~~, irrespective of whether such expenses were incurred in connection with such Participant's employment, provided that such expenses (i) are not reimbursed or paid for by any other plan, (ii) include a medicine or drug only if it is a prescribed drug (determined without regard to whether such drug is available without a prescription) or is insulin, and (iii) do not include insurance premiums or long-term care benefits. Medical Expenses are incurred on the date the medical care or supply is provided, not on the date charged, billed, or paid.

~~EG.~~ "Participant" means an Eligible Employee who is actively participating in the Health Care Spending Account in accordance with Section 5.33.025 ~~a Participant in the Choices Plan, or a former Participant in said Plan for the duration of the Plan Year in which he ceased to be a Participant.~~

H. "Run-Out Period" means the period during which expenses or claims incurred during a Plan Year must be submitted to be eligible for payment or reimbursement. The Run-Out Period ends six (6) months after the end of the Plan Year.

F]. The following terms shall have the same definitions as are specified in Section 5.33.020 of the Choices Plan:

- "Benefits";
- "Board";
- "CAO";
- "Code";
- "Contributions";
- "County";
- "Election Information"
- "Eligible Employee";
- "Materials";
- "Plan Year."

SECTION 20. Section 5.35.025 is hereby added to read as follows:

5.35.025 Participation.

A. Commencement of Participation. When an individual first becomes an Eligible Employee, he or she may enroll as provided in the Election Information and Materials. Assuming he or she timely enrolls, his or her participation in the Health Care Spending Account commences in accordance with the following chart:

<u>Month in which Employee First Becomes Eligible and Enrolls</u>	<u>Month in which Participation Begins</u>	<u>Month in which Contributions Begin</u>
<u>January</u>	<u>February</u>	<u>March</u>
<u>February</u>	<u>March</u>	<u>April</u>
<u>March</u>	<u>April</u>	<u>May</u>
<u>April</u>	<u>May</u>	<u>June</u>
<u>May</u>	<u>June</u>	<u>July</u>

<u>June</u>	<u>July</u>	<u>August</u>
<u>July</u>	<u>August</u>	<u>September</u>
<u>August</u>	<u>September</u>	<u>October</u>
<u>September</u>	<u>October</u>	<u>November</u>
<u>October</u>	<u>November</u>	<u>December</u>
<u>November</u>	<u>December</u>	<u>January</u>
<u>December</u>	<u>January</u>	<u>February</u>

Except as provided in Section 5.35.030D, an Eligible Employee must reenroll during open enrollment as provided in the Election Information and Materials in order to participate in the following Plan Year. If the Eligible Employee enrolls during open enrollment, participation in the Health Care Spending Account will commence on the first day of the next following Plan Year.

B. Termination and Suspension of Participation. Participation in the Health Care Spending Account shall terminate or be suspended as provided in the Election Information and Materials.

SECTION 21. Section 5.35.030 is hereby amended to read as follows:

5.35.030 Payments under the Plan.

The County shall from time to time, upon request of a Participant made in writing not later than ~~six months following the end of a Plan Year~~ the end of the Run-Out Period, reimburse all or part of the Medical Expenses incurred by the Participant during such Plan Year; provided, however, that:

A. All such payments during or in respect of a particular Plan Year to the Participant's Health Care Spending Account shall be limited in the aggregate to (a) his Maximum Amount; and plus (b) the Carryover Amount described in Section 5.35.030B.

subject to the rules in Section 5.35.030C.

B. Subject to the rules in Section 5.35.030C below, amounts up to \$500 that remain unused under the Health Care Spending Account with respect to one Plan Year are carried over to the next Plan Year. The carryover amount is the lesser of (a) any unused amounts from the immediately preceding Plan Year, or (b) \$500 (the "Carryover Amount"). Any unused amount in the Health Care Spending Account in excess of the Carryover Amount that remains unused as of the last day of the Run-Out Period shall be forfeited.

C. A Participant's unused balance under the Health Care Spending Account at the end of the prior Plan Year will be used either: (a) to reimburse expenses incurred during the prior Plan Year and submitted during the Run-Out Period that begins at the end of the prior Plan Year (thus retroactively reducing the unused amount as of the end of the prior Plan Year), or (b) to the extent of the Carryover Amount, for expenses that are incurred at any time during the current Plan Year. Any Carryover Amount used to reimburse a prior Plan Year's expense during the Run Out Period will reduce the Carryover Amount that may be used for current Plan Year expenses, and any of the Carryover Amount used for current Plan Year expenses will reduce the amount available to reimburse the prior Plan Year's expenses during the applicable Run-Out Period. The Health Care Spending Account treats claims for Medical Expenses as reimbursed first from unused amounts credited for the current Plan Year and, only after exhausting such amounts, as reimbursed from the Carryover Amount. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense: (a) reduce the amounts available to pay prior Plan Year expenses during the

Run-Out Period; (b) are counted against the Carryover Amount; and (c) cannot exceed the Carryover Amount.

D. Notwithstanding Section 5.35.025, a Participant in a Health Care Spending Account during one Plan Year who fails to enroll in the Health Care Spending Account for the following Plan Year on a timely basis will nevertheless have a Health Care Spending Account established for him for that following Plan Year to the extent of any Carryover Amount provided for in this Section 5.35.030.

BE. Payments hereunder may be made only upon such proof of the Medical Expenses in question as the County shall in its discretion require. It is not necessary that such Medical Expenses have been already paid by the Participant, his spouse or his dependents, but merely that, if not yet paid, there exists an obligation to pay them.

F. Medical Expenses reimbursed by the Plan for a Plan Year must have been incurred during a period when the Participant (and Dependents) are covered by the Health Care Spending Account, as described in the Election Information and Materials, and submitted for reimbursement, with all required substantiation, before the end of the Run-Out Period. Accordingly, with regard to each Plan Year, the Health Care Spending Account will not reimburse any expenses incurred: (i) before the start of the Plan Year or, if later, before the date the Eligible Employee first becomes a Participant under Section 5.35.025; (ii) after the end of the Plan Year; (iii) after coverage terminates or while coverage is suspended as described in the Election Information and Materials; or (iv) that are not adequately substantiated before the end of the Run-Out Period.

SECTION 22. Section 5.36.025 is hereby amended to read as follows:

5.36.025 Contribution to health insurance coverage for specified employees.

Pursuant to Article 1 (commencing with Section 53200) of Chapter 2, Part 1 of Division 2 of Title 5, of the California Government Code, the County will pay a monthly contribution to each group medical/hospital insurance plan administered by the County, or administered by an employee organization and approved by the County, for each eligible employee who elects to enroll in such plan.

A. The maximum monthly County contribution rates set forth in the table below shall apply with respect to:

1. Monthly temporary and monthly recurrent employees (designed as "O" or "B" in Section 6.28.020 of this Code) who are (a) employed in classifications specifically approved for said special maximum monthly Contribution rates by the board of supervisors, and (b) otherwise entitled to a County contribution toward County-sponsored or County-approved union-sponsored health insurance coverage pursuant to the provisions of this chapter.

2. Monthly permanent 4/5 time employees (designed as "Z" in Section 6.28.020 of this Code), and employed in a classification requiring a license to practice as a registered nurse.

Maximum Monthly County Contribution— Represented Employees

Coverage	Effective 1-1-12 1-1-14	Effective 1-1-13 1-1-15
Employee	\$553.40 <u>\$635.96</u>	\$593.25 <u>\$681.75</u>
Employee plus one dependent	\$982.91 <u>\$1,129.54</u>	\$1,053.68 <u>\$1,210.87</u>
Employee plus two or more dependents	\$1,128.27 <u>\$1,296.59</u>	\$1,209.51 <u>\$1,389.94</u>

Maximum Monthly County Contribution— Non-Represented Employees

Coverage	Effective 1-1-12 1-1-14	Effective 1-1-13 1-1-15
Employee	\$445.89 <u>\$635.96</u>	\$477.99 <u>\$681.75</u>
Employee plus one dependent	\$791.95 <u>\$1,129.54</u>	\$848.97 <u>\$1,210.87</u>
Employee plus spouse	\$791.95 <u>\$1,129.54</u>	\$848.97 <u>\$1,210.87</u>
Employee plus two or more dependents	\$909.07 <u>\$1,296.59</u>	\$974.52 <u>\$1,389.94</u>

B. The maximum County contribution for Eligible Employees shall not exceed the amount specified in the memorandum of understanding with LACEA Local 660721, SEIU.

The contribution provided for in this chapter shall be made only on behalf of each employee who actually enrolls in such plan. Such contribution shall be made to only one such medical/hospital plan per employee, which contribution may be applied to the

premiums paid for coverage of that employee and his dependents. No contribution shall be made on behalf of any employee if he has not been in a pay status at least one day of the prior month.

The provisions of this Section 5.36.025 shall be made operative with respect to County pay warrants issued on or about January 15, 2001.

SECTION 23. Chapter 5.37 is hereby amended to read as follows:

Chapter 5.37

THE LOCAL 660721 CAFETERIA PLAN

Parts:

1. **General Provisions**
2. **The Local 660721 Dependent Care Spending Account**
3. **The Local 660721 Health Care Spending Account**

...

SECTION 24. Section 5.37.010 is hereby amended to read as follows:

5.37.010 Purpose.

The Local 660721 Cafeteria Plan (also known as Options) is a cafeteria benefit plan designed to permit certain employees of Los Angeles County to select from among the health and welfare benefits provided by the County in a manner calculated to best meet their particular needs, and to choose to the greatest extent permitted by applicable law between taxable and nontaxable compensation with respect to the health and welfare benefits available to them.

SECTION 25. Section 5.37.020 is hereby amended to read as follows:

5.37.020 Definitions.

The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

A. "Benefit" means cash and/or one or more Nontaxable Benefits or Taxable Benefits.

...

O. "Materials" means the booklets, manuals, handbooks, contracts, plan documents or sections thereof, and other provisions of the Los Angeles County Code relating to the County-sponsored or County-approved union-sponsored health and welfare plans, ~~listed below, as the same may be amended or restated from time to time:~~

~~1. Kaiser Foundation Health Plan, Inc.;~~

~~2. PacifiCare Health Plan;~~

~~3. Delta Dental Plan;~~

~~4. DELTACARE;~~

~~5. Safeguard Health Plans, Inc. Dental Plan;~~

~~6. Life insurance provided by the CIGNA Employee Benefits Companies exclusive of any life insurance provided under Section 5.36.070 or 5.36.075 of the Los Angeles County Code;~~

~~7. Accidental death and dismemberment insurance provided by the CIGNA Employee Benefits Companies;~~

~~8. The Local 660 Health Care Spending Account;~~

~~9. The Local 660 Dependent Care Spending Account;~~

~~10. LTD Health Insurance provided under subsection H of Section 5.38.020 of the Los Angeles County Code.~~

...

W. "Plan" means the Local ~~660~~721 Cafeteria Plan, as the same may be amended or restated from time to time.

...

SECTION 26. Section 5.37.040 is hereby amended to read as follows:

5.37.040 Contributions.

A. Nonelective Contributions.

1. Except as otherwise provided herein, for each month of the ~~2012~~2014 Plan Year (commencing with County pay warrants issued on or about January 15, ~~2012~~2014), the County shall contribute to the Plan on behalf of each Participant an amount equal to \$228.00, unless (1) said Participant is entitled to One Party Medical Insurance Coverage with respect to said month, in which case, the County shall contribute an amount equal to ~~\$659.13~~\$757.46; or (2) said Participant is entitled to Two-Party Medical Insurance Coverage with respect to said month, in which case, the County shall contribute an amount equal to ~~\$1,202.61~~ \$1,382.02; or (3) said Participant is entitled to Three-Party Medical Insurance Coverage with respect to said month, in which case, the County shall contribute an amount equal to ~~\$1,420.66~~ \$1,632.60.

2. Except as otherwise provided herein, for each month of the

~~2013~~2015 Plan Year (commencing with County pay warrants issued on or about January 15, ~~2013~~2015), the County shall contribute to the Plan on behalf of each Participant an amount equal to \$228.00, unless (1) said Participant is entitled to One Party Medical Insurance Coverage with respect to said month, in which case, the County shall contribute an amount equal to ~~\$706.59~~ \$812.00; or (2) said Participant is entitled to Two-Party Medical Insurance Coverage with respect to said month, in which case, the County shall contribute an amount equal to ~~\$1,289.20~~ \$1,481.53; or (3) said Participant is entitled to Three-Party Medical Insurance Coverage with respect to said month, in which case, the County shall contribute an amount equal to ~~\$1,522.95~~ \$1,750.15.

3. In addition to these monthly Nonelective Contributions, the County shall make two ad hoc Nonelective Contributions on behalf of each Participant in an amount equal to \$250 on each of the March 28, 2014 and July 30, 2014 pay dates.

34. No Nonelective Contribution shall be contributed for any Participant if he has not been in a pay status for at least eight hours during the prior month. Nonelective Contributions shall be reflected in County payroll warrants issued on or about the fifteenth day of the month following the month in which the requisite pay status was completed. Effective beginning on and after April 1, 2010, or such later date as may be determined by the Chief Administrative Executive Officer when the human resources management system reflecting this provision is implemented, an advance of approximately one-half the monthly Nonelective Contributions received as additional Eligible Earnings in accordance with Section 5.37.050F shall be reflected in County payroll warrants issued on or about the thirtieth day of the month in which the requisite

pay status was completed and the remainder of such additional Eligible Earnings shall be reflected in County payroll warrants issued on or about the fifteenth day of the month following the month in which the requisite pay status was completed.

...

SECTION 27. Section 5.37.060 is hereby amended to read as follows:

5.37.060 Benefit election procedures and allocations of contributions.

A. General Elections Procedure. Prior to the commencement of each Plan Year, or in the case of employees who become Eligible Employees during a Plan Year, prior to the first day if their participation in the Plan pursuant to Section 5.37.030A, the County shall provide an election form to each Eligible Employee and Participant who will be entitled to begin or continue participation in the Plan for such Plan Year. Each Eligible Employee prior to commencing his participation in the Plan and each Participant prior to the beginning of the Plan Year shall elect the types of Taxable Benefits and/or Nontaxable Benefits to be received under the Plan during the course of such Plan Year. The form and content of the election form shall be such as the County shall from time to time determine to be appropriate. All election forms shall be due and returnable to the County on or before such date as the County may specify, which date shall be no later than the day prior to the commencement of the Plan Year to which such forms relate, or in the case of Eligible Employees, the day prior to the commencement of participation.

...

G. Forfeiture of Unused Benefits. Any amount which a Participant has elected to receive during the Plan Year as a specific Taxable Benefit or Nontaxable

Benefit pursuant to the election procedure set forth in subsections A and B of this section which remains unused by the Participant at the close of the Plan Year shall be forfeited to the County; provided, however, that payments of such amount may be made to the Participant up to six months beyond the close of a Plan Year so long as such payments are made under the provisions of such specific Taxable Benefit or Nontaxable Benefit for expenses incurred by the Participant during the Plan Year; provided further that up to \$500 of unused amounts credited to a Participant's Health Care Spending Account may be carried over to the next Plan Year in accordance with the rules set forth in Section 5.37.160.

SECTION 28. Chapter 5.37, Part 2 is hereby amended to read as follows:

Part 2

The Local ~~660721~~ Dependent Care Spending Account

...

SECTION 29. Section 5.37.140 is hereby amended to read as follows:

5.37.140 Source of payments.

All of the amounts payable shall be paid from Contributions credited to the Dependent Care spending Accounts established by the County for the Participants who elect this Benefit under the Local ~~660721~~ Cafeteria Plan for a Plan Year.

SECTION 30. Chapter 5.37, Part 3 is hereby amended to read as follows:

Part 3

The Local ~~660721~~ Health Care Spending Account

Sections:

5.37.150 Effective date.

5.37.151 Definitions.

5.37.155 Participation.

5.37.160 Payments.

...

SECTION 31. Section 5.37.151 is hereby added to read as follows:

5.37.151 Definitions.

Notwithstanding Section 5.37.020, the following terms when used with initial capital letters in this Part 3 of Chapter 5.37, shall have the following respective meanings unless the context clearly indicates otherwise. The definitions set forth below shall supersede any conflicting definition in Section 5.37.020:

A. “Dependent” means the Participant’s spouse to whom he or she is legally married and a Participant’s tax dependent (as defined in Internal Revenue Code Section 152, determined without regard to Section 152(b)(1), (b)(2), and (d)(1)(B)). Dependent shall also mean a Participant’s child (as defined in Internal Revenue Code Section 152(f)(1)) who has not attained age 26 as of the end of the taxable year. A child of a divorced or separated Employee to whom Internal Revenue Code Section 152(e)

applies shall be considered a Dependent of both parents in accordance with Revenue Procedure 2008-48 or subsequent guidance. Domestic partners, children or other relatives who are not Dependents as defined herein are not covered by the Health Care Spending Account.

B. "Election Information" means the information and rules relating to the general administration of the Health Care Spending Account, which may include, but is not limited to, rules relating to election procedures and deadlines, rules relating to the administration of benefits for Participants who enter or exit the Plan during a Plan Year, or who experience an interruption of active service, and rules necessary to maintain the tax-favored status of the Health Care Spending Account and the Plan through which it is offered. Such Election Information shall be developed by the Chief Executive Officer except as otherwise provided by the Board.

C. "Health Care Spending Account" means an individual account established and maintained for a Participant to which Contributions are periodically credited pursuant to Section 5.37.060F of the Plan and from which Medical Expenses are paid.

D. "Maximum Amount" means the Contribution amount selected by a Participant (on an election form furnished by the County) for credit to his Health Care Spending Account; provided, however, that such amount shall not exceed \$200.00 per month as required by the Patient Protection and Affordable Care Act.

E. "Medical Care" means amounts paid (1) for the diagnosis, cure, mitigation, treatment, or prevention of disease, or for the purpose of affecting any structure or function of the body; or (2) for transportation primarily for and essential to medical care

referred to in (1) above. This definition is to be construed in accordance with Section 213(d)(1) of the Internal Revenue Code.

F. "Medical Expenses" means all expenses incurred during a Plan Year by a Participant for the Medical Care of himself and his Dependents, irrespective of whether such expenses were incurred in connection with such Participant's employment, provided that such expenses (i) are not reimbursed or paid for by any other plan, (ii) include a medicine or drug only if it is a prescribed drug (determined without regard to whether such drug is available without a prescription) or is insulin, and (iii) do not include insurance premiums or long-term care benefits. Medical Expenses are incurred on the date the medical care or supply is provided, not on the date charged, billed, or paid.

G. "Participant" means an Eligible Employee who is actively participating in the Health Care Spending Account in accordance with Section 5.37.155.

H. "Run-Out Period" means the period during which expenses or claims incurred during a Plan Year must be submitted to be eligible for payment or reimbursement. The Run-Out Period ends six (6) months after the end of the Plan Year.

SECTION 32. Section 5.37.155 is hereby added to read as follows:

5.37.155 Participation.

A. Commencement of Participation. When an individual first becomes an Eligible Employee, he or she may enroll as provided in the Election Information and

Materials. Assuming he or she timely enrolls, his or her participation in the Health Care Spending Account commences in accordance with the following chart:

<u>Month in which Employee First Becomes Eligible and Enrolls</u>	<u>Month in which Participation Begins</u>	<u>Month in which Contributions Begin</u>
<u>January</u>	<u>February</u>	<u>March</u>
<u>February</u>	<u>March</u>	<u>April</u>
<u>March</u>	<u>April</u>	<u>May</u>
<u>April</u>	<u>May</u>	<u>June</u>
<u>May</u>	<u>June</u>	<u>July</u>
<u>June</u>	<u>July</u>	<u>August</u>
<u>July</u>	<u>August</u>	<u>September</u>
<u>August</u>	<u>September</u>	<u>October</u>
<u>September</u>	<u>October</u>	<u>November</u>
<u>October</u>	<u>November</u>	<u>December</u>
<u>November</u>	<u>December</u>	<u>January</u>
<u>December</u>	<u>January</u>	<u>February</u>

Except as provided in Section 5.37.160D, an Eligible Employee must reenroll during open enrollment as provided in the Election Information and Materials in order to participate in the following Plan Year. If the Eligible Employee enrolls during open enrollment, participation in the Health Care Spending Account will commence on the first day of the next following Plan Year.

B. Termination and Suspension of Participation. Participation in the Health Care Spending Account shall terminate or be suspended as provided in the Election Information and Materials.

SECTION 33. Section 5.37.160 is hereby amended to read as follows:

5.37.160 Payments.

The County shall from time to time, upon request of a Participant made in writing not later than ~~six months following the end of a Plan Year~~ the end of the Run-Out Period, reimburse all or part of the Medical Expenses incurred by the Participant during such Year; provided, however, that:

A. All such payment during or in respect of a particular Plan Year to the Participant's Health Care Spending Account shall be limited in the aggregate to (a) his Maximum Amount; and plus (b) the Carryover Amount described in Section 5.37.160B, subject to the rules in Section 5.37.160C.

B. Subject to the rules in Section 5.37.160C below, amounts up to \$500 that remain unused under the Health Care Spending Account with respect to one Plan Year are carried over to the next Plan Year. The carryover amount is the lesser of (a) any unused amounts from the immediately preceding Plan Year, or (b) \$500 (the "Carryover Amount"). Any unused amount in the Health Care Spending Account in excess of the Carryover Amount that remains unused as of the last day of the Run-Out Period shall be forfeited.

C. A Participant's unused balance under the Health Care Spending Account at the end of the prior Plan Year will be used either: (a) to reimburse expenses incurred during the prior Plan Year and submitted during the Run-Out Period that begins at the end of the prior Plan Year (thus retroactively reducing the unused amount as of the end of the prior Plan Year), or (b) to the extent of the Carryover Amount, for expenses that

are incurred at any time during the current Plan Year. Any Carryover Amount used to reimburse a prior Plan Year's expense during the Run Out Period will reduce the Carryover Amount that may be used for current Plan Year expenses, and any of the Carryover Amount used for current Plan Year expenses will reduce the amount available to reimburse the prior Plan Year's expenses during the applicable Run-Out Period. The Health Care Spending Account treats claims for Medical Expenses as reimbursed first from unused amounts credited for the current Plan Year and, only after exhausting such amounts, as reimbursed from the Carryover Amount. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense: (a) reduce the amounts available to pay prior Plan Year expenses during the Run-Out Period; (b) are counted against the Carryover Amount; and (c) cannot exceed the Carryover Amount.

D. Notwithstanding Section 5.37.155, a Participant in a Health Care Spending Account during one Plan Year who fails to enroll in the Health Care Spending Account for the following Plan Year on a timely basis will nevertheless have a Health Care Spending Account established for him for that following Plan Year to the extent of any Carryover Amount provided for in this Section 5.37.160.

BE. Payments hereunder may be made only upon such proof of the Medical Expenses in question as the County shall in its discretion require. It is not necessary that such Medical Expenses have been already paid by the Participant, his spouse or his dependents, but merely that, if not yet paid, there exists an obligation to pay them.

F. Medical Expenses reimbursed by the Plan for a Plan Year must have been incurred during a period when the Participant (and Dependents) are covered by

the Health Care Spending Account, as described in the Election Information and Materials, and submitted for reimbursement, with all required substantiation, before the end of the Run-Out Period. Accordingly, with regard to each Plan Year, the Plan will not reimburse any expenses incurred: (i) before the start of the Plan Year or, if later, before the date the Eligible Employee first becomes a Participant under Section 5.37.155; (ii) after the end of the Plan Year; (iii) after coverage terminates or while coverage is suspended as described in the Election Information and Materials, or (iv) that are not adequately substantiated before the end of the Run-Out Period.

SECTION 34. Section 6.26.040 is hereby amended to revise the Registered Nursing Schedule (Tables D, E, and F) as follows:

6.26.040 County of Los Angeles Salary Tables.

• • •

**REGISTERED NURSING SCHEDULE
FOR NON-REPRESENTED NURSING CLASSIFICATIONS**

**TABLE D – Monthly Rates
Effective October 1, 2013**

Grid Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
1	5,559.49	5,670.68	5,784.09	5,899.77	6,017.78	6,138.13	6,260.89	6,386.11	6,513.83	6,644.11	6,776.99	6,912.53	7,050.78	7,191.80	7,335.64	7,482.34	7,631.99	7,784.63	7,940.32	8,099.13
2	5,726.28	5,840.81	5,957.62	6,076.77	6,198.31	6,322.28	6,448.72	6,577.69	6,709.24	6,843.44	6,980.30	7,119.91	7,262.30	7,407.55	7,555.70	7,706.81	7,860.95	8,018.17	8,178.53	8,342.10
3	5,998.07	6,016.02	6,136.35	6,259.08	6,384.25	6,511.94	6,642.18	6,775.02	6,910.52	7,048.73	7,189.70	7,333.50	7,480.17	7,629.77	7,782.38	7,938.02	8,096.78	8,258.72	8,423.88	8,592.37
4	6,075.01	6,196.51	6,320.44	6,446.85	6,575.79	6,707.30	6,841.45	6,978.27	7,117.84	7,260.20	7,405.40	7,553.51	7,704.58	7,858.67	8,015.84	8,176.16	8,339.68	8,506.47	8,676.61	8,850.14
5	6,257.26	6,382.41	6,510.05	6,640.25	6,773.06	6,908.52	7,046.69	7,187.62	7,331.37	7,478.00	7,627.56	7,780.11	7,935.71	8,094.42	8,256.32	8,421.45	8,589.87	8,761.67	8,936.90	9,115.64
6	6,444.97	6,573.87	6,705.35	6,839.46	6,976.25	7,115.78	7,258.09	7,403.25	7,551.32	7,702.34	7,856.39	8,013.52	8,173.79	8,337.27	8,504.01	8,674.09	8,847.57	9,024.52	9,205.01	9,389.11
7	6,638.32	6,771.09	6,906.51	7,044.64	7,185.53	7,329.24	7,475.84	7,625.35	7,777.86	7,933.41	8,092.08	8,253.92	8,419.00	8,587.38	8,759.13	8,934.31	9,113.00	9,295.26	9,481.17	9,670.78
8	6,837.48	6,974.22	7,113.70	7,255.98	7,401.10	7,549.12	7,700.10	7,854.11	8,011.19	8,171.41	8,334.84	8,501.54	8,671.57	8,845.00	9,021.90	9,202.34	9,386.39	9,574.12	9,765.59	9,960.91
9	7,042.60	7,183.45	7,327.12	7,473.66	7,623.13	7,775.59	7,931.11	8,089.73	8,251.52	8,416.56	8,584.89	8,756.59	8,931.71	9,110.35	9,292.56	9,478.41	9,667.98	9,861.34	10,058.57	10,259.73
10	7,253.87	7,398.96	7,546.93	7,697.87	7,851.83	8,008.87	8,169.04	8,332.42	8,499.07	8,669.05	8,842.43	9,019.28	9,199.67	9,383.66	9,571.33	9,762.76	9,958.02	10,157.18	10,360.32	10,567.53
11	7,471.49	7,620.92	7,773.34	7,928.81	8,087.39	8,249.13	8,414.11	8,582.39	8,754.05	8,929.12	9,107.70	9,289.86	9,475.66	9,665.17	9,858.47	10,055.64	10,256.75	10,461.90	10,671.13	10,884.55
12	7,695.63	7,849.55	8,006.54	8,166.67	8,330.00	8,496.60	8,666.53	8,839.87	9,016.67	9,196.99	9,380.94	9,568.56	9,759.93	9,955.13	10,154.23	10,357.31	10,564.46	10,775.75	10,991.27	11,211.09
13	7,926.50	8,085.04	8,246.74	8,411.67	8,579.90	8,751.50	8,926.53	9,105.06	9,287.16	9,472.90	9,662.37	9,855.62	10,052.72	10,253.78	10,458.86	10,668.04	10,881.39	11,099.02	11,321.00	11,547.42
14	8,164.30	8,327.59	8,494.14	8,664.02	8,837.30	9,014.05	9,194.33	9,378.22	9,565.78	9,757.10	9,952.24	10,151.28	10,354.31	10,561.40	10,772.62	10,988.07	11,207.83	11,432.00	11,660.63	11,893.84
15	8,408.23	8,577.41	8,748.96	8,923.94	9,102.42	9,284.47	9,470.16	9,659.56	9,852.75	10,049.81	10,250.81	10,455.82	10,664.94	10,878.24	11,095.80	11,317.72	11,544.07	11,774.95	12,010.45	12,250.66
16	8,661.50	8,834.74	9,011.43	9,191.66	9,375.49	9,563.00	9,754.26	9,949.35	10,148.34	10,351.31	10,558.33	10,769.50	10,984.88	11,204.58	11,428.67	11,657.24	11,890.40	12,128.20	12,370.76	12,618.18
17	8,921.35	9,099.78	9,281.78	9,467.41	9,656.76	9,849.90	10,046.89	10,247.83	10,452.79	10,661.85	10,875.08	11,092.58	11,314.43	11,540.72	11,771.53	12,006.96	12,247.11	12,492.04	12,741.89	12,996.73
18	9,189.00	9,372.77	9,560.23	9,751.43	9,946.46	10,145.39	10,348.30	10,555.27	10,766.37	10,981.70	11,201.33	11,425.36	11,653.87	11,886.94	12,124.68	12,367.17	12,614.51	12,866.81	13,124.15	13,386.62
19	9,464.66	9,653.95	9,847.04	10,043.97	10,244.86	10,449.75	10,658.75	10,871.93	11,089.36	11,311.15	11,537.37	11,768.12	12,003.48	12,243.55	12,488.42	12,738.19	12,992.95	13,252.81	13,517.87	13,788.23
20	9,748.60	9,943.57	10,142.44	10,345.30	10,552.20	10,763.24	10,978.50	11,198.08	11,422.04	11,650.48	11,883.49	12,121.16	12,363.58	12,610.85	12,863.08	13,120.33	13,382.74	13,650.39	13,923.41	14,201.87
21	10,041.05	10,241.88	10,446.72	10,655.64	10,868.76	11,086.15	11,307.86	11,534.02	11,764.69	11,999.98	12,239.98	12,484.78	12,734.48	12,989.17	13,248.95	13,513.93	13,784.21	14,059.89	14,341.09	14,627.91
22	10,342.29	10,548.13	10,760.11	10,975.31	11,194.82	11,418.71	11,647.08	11,880.03	12,117.63	12,359.98	12,607.18	12,859.32	13,116.51	13,378.84	13,646.43	13,919.35	14,197.74	14,481.69	14,771.32	15,066.75
23	10,652.56	10,865.61	11,082.92	11,304.58	11,530.67	11,761.28	11,996.52	12,236.44	12,481.17	12,730.79	12,985.41	13,245.12	13,510.01	13,780.22	14,055.82	14,336.94	14,623.68	14,916.15	15,214.48	15,518.77
24	10,972.14	11,191.58	11,415.41	11,643.72	11,876.59	12,114.12	12,356.40	12,603.54	12,855.60	13,112.72	13,374.96	13,642.47	13,915.32	14,193.63	14,477.50	14,767.04	15,062.39	15,363.64	15,670.90	15,984.32
25	11,301.30	11,527.33	11,757.88	11,993.03	12,232.89	12,477.55	12,727.09	12,981.63	13,241.27	13,506.10	13,776.21	14,051.73	14,332.76	14,619.43	14,911.82	15,210.05	15,514.25	15,824.54	16,141.03	16,463.85
26	11,640.34	11,873.15	12,110.61	12,352.83	12,599.89	12,851.89	13,108.93	13,371.10	13,638.52	13,911.29	14,189.52	14,473.31	14,762.77	15,058.03	15,359.19	15,666.38	15,979.71	16,299.30	16,625.30	16,957.80
27	11,989.55	12,229.34	12,473.93	12,723.41	12,977.87	13,237.44	13,502.19	13,772.23	14,047.67	14,328.63	14,615.20	14,907.51	15,205.66	15,509.77	15,819.98	16,136.38	16,459.10	16,788.28	17,124.05	17,466.53
28	12,349.23	12,596.22	12,848.14	13,105.11	13,367.21	13,634.56	13,907.25	14,185.41	14,469.11	14,758.48	15,053.65	15,354.72	15,661.80	15,975.05	16,294.54	16,620.44	16,952.85	17,291.91	17,637.75	17,990.51
29	12,719.71	12,974.10	13,233.58	13,498.24	13,768.20	14,043.57	14,324.44	14,610.93	14,903.14	15,201.20	15,505.22	15,815.33	16,131.64	16,454.26	16,783.36	17,119.03	17,461.40	17,810.63	18,166.85	18,530.19
30	13,101.30	13,363.33	13,630.59	13,903.20	14,181.26	14,464.90	14,754.19	15,049.26	15,350.26	15,657.26	15,970.41	16,289.81	16,615.60	16,947.91	17,286.87	17,632.61	17,985.26	18,344.97	18,711.87	19,086.11

**REGISTERED NURSING SCHEDULE
FOR NON-REPRESENTED NURSING CLASSIFICATIONS**

**TABLE E – Monthly Rates
Effective October 1, 2014**

Grid Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
1	5,670.68	5,784.09	5,899.78	6,017.77	6,138.13	6,260.89	6,386.11	6,513.83	6,644.11	6,776.99	6,912.53	7,050.78	7,191.80	7,335.63	7,482.35	7,631.99	7,784.63	7,940.32	8,099.13	8,261.11
2	5,840.81	5,957.62	6,076.77	6,198.31	6,322.27	6,448.72	6,577.69	6,709.25	6,843.43	6,980.30	7,119.90	7,262.30	7,407.54	7,555.70	7,706.82	7,860.95	8,018.17	8,178.53	8,342.10	8,508.94
3	6,016.03	6,136.34	6,259.08	6,384.26	6,511.94	6,642.17	6,775.02	6,910.52	7,048.73	7,189.71	7,333.50	7,480.17	7,629.77	7,782.37	7,938.02	8,096.78	8,258.72	8,423.89	8,592.36	8,764.22
4	6,196.51	6,320.44	6,446.85	6,575.79	6,707.30	6,841.44	6,978.27	7,117.83	7,260.19	7,405.40	7,553.51	7,704.58	7,858.67	8,015.85	8,176.16	8,339.68	8,506.48	8,676.60	8,850.14	9,027.15
5	6,382.41	6,510.05	6,640.25	6,773.06	6,908.52	7,046.69	7,187.62	7,331.38	7,478.00	7,627.56	7,780.11	7,935.71	8,094.43	8,256.31	8,421.44	8,589.88	8,761.67	8,936.90	9,115.64	9,297.95
6	6,573.87	6,705.35	6,839.45	6,976.25	7,115.77	7,258.09	7,403.25	7,551.32	7,702.34	7,856.38	8,013.51	8,173.79	8,337.27	8,504.01	8,674.09	8,847.57	9,024.52	9,205.01	9,389.11	9,576.89
7	6,771.09	6,906.51	7,044.64	7,185.53	7,329.24	7,475.83	7,625.35	7,777.85	7,933.41	8,092.08	8,253.92	8,419.00	8,587.38	8,759.13	8,934.31	9,113.00	9,295.26	9,481.17	9,670.79	9,864.20
8	6,974.23	7,113.70	7,255.98	7,401.10	7,549.12	7,700.10	7,854.10	8,011.19	8,171.42	8,334.84	8,501.53	8,671.57	8,845.00	9,021.90	9,202.34	9,386.38	9,574.11	9,765.60	9,960.90	10,160.13
9	7,183.45	7,327.12	7,473.66	7,623.14	7,775.60	7,931.10	8,089.73	8,251.53	8,416.56	8,584.89	8,756.59	8,931.72	9,110.35	9,292.56	9,478.41	9,667.98	9,861.34	10,058.57	10,259.74	10,464.93
10	7,398.95	7,546.94	7,697.87	7,851.83	8,008.86	8,169.04	8,332.42	8,499.07	8,669.05	8,842.43	9,019.28	9,199.66	9,383.66	9,571.34	9,762.76	9,958.01	10,157.18	10,360.32	10,567.53	10,778.88
11	7,620.92	7,773.34	7,928.81	8,087.38	8,249.13	8,414.11	8,582.39	8,754.04	8,929.13	9,107.70	9,289.86	9,475.66	9,665.17	9,858.48	10,055.64	10,256.75	10,461.89	10,671.13	10,884.55	11,102.24
12	7,849.55	8,006.54	8,166.87	8,330.00	8,496.60	8,666.53	8,839.86	9,016.67	9,197.00	9,380.93	9,568.56	9,759.93	9,955.13	10,154.23	10,357.32	10,564.46	10,775.75	10,991.26	11,211.09	11,435.31
13	8,085.03	8,246.74	8,411.68	8,579.91	8,751.50	8,926.53	9,105.06	9,287.16	9,472.90	9,662.36	9,855.62	10,052.73	10,253.78	10,458.86	10,668.03	10,881.40	11,099.02	11,321.00	11,547.42	11,778.37
14	8,327.59	8,494.14	8,664.02	8,837.30	9,014.05	9,194.33	9,378.22	9,565.78	9,757.10	9,952.24	10,151.29	10,354.31	10,561.39	10,772.62	10,988.07	11,207.83	11,431.99	11,660.64	11,893.84	12,131.72
15	8,577.41	8,748.96	8,923.94	9,102.42	9,284.47	9,470.16	9,659.56	9,852.75	10,049.81	10,250.80	10,455.82	10,664.93	10,878.24	11,095.80	11,317.72	11,544.07	11,774.96	12,010.45	12,250.66	12,495.67
16	8,834.73	9,011.44	9,191.66	9,375.49	9,563.00	9,754.26	9,949.35	10,148.33	10,351.30	10,558.33	10,769.49	10,984.89	11,204.58	11,428.67	11,657.25	11,890.39	12,128.20	12,370.76	12,618.18	12,870.54
17	9,099.78	9,281.77	9,467.41	9,656.75	9,849.89	10,046.89	10,247.83	10,452.78	10,661.84	10,875.08	11,092.58	11,314.43	11,540.72	11,771.53	12,006.97	12,247.10	12,492.05	12,741.88	12,996.73	13,256.66
18	9,372.78	9,560.23	9,751.43	9,946.46	10,145.39	10,348.30	10,555.26	10,766.37	10,981.69	11,201.33	11,425.36	11,653.86	11,886.94	12,124.68	12,367.17	12,614.52	12,866.80	13,124.15	13,386.63	13,654.36
19	9,653.95	9,847.03	10,043.98	10,244.85	10,449.76	10,658.74	10,871.82	11,089.36	11,311.15	11,537.37	11,768.12	12,003.48	12,243.55	12,488.42	12,738.19	12,992.95	13,252.81	13,517.87	13,788.22	14,063.99
20	9,943.57	10,142.44	10,345.29	10,552.20	10,763.24	10,978.51	11,198.07	11,422.04	11,650.48	11,883.49	12,121.16	12,363.58	12,610.85	12,863.07	13,120.34	13,382.74	13,650.39	13,923.40	14,201.88	14,485.91
21	10,241.87	10,446.72	10,655.65	10,868.76	11,086.14	11,307.87	11,534.02	11,764.70	11,999.98	12,239.98	12,484.78	12,734.48	12,989.17	13,248.95	13,513.93	13,784.21	14,059.89	14,341.09	14,627.91	14,920.47
22	10,549.14	10,760.11	10,975.31	11,194.82	11,418.71	11,647.08	11,880.03	12,117.63	12,359.98	12,607.18	12,859.32	13,116.51	13,378.84	13,646.42	13,919.36	14,197.74	14,481.69	14,771.33	15,066.75	15,368.08
23	10,865.62	11,082.92	11,304.58	11,530.67	11,761.29	11,996.51	12,236.45	12,481.17	12,730.79	12,985.41	13,245.11	13,510.02	13,780.21	14,055.82	14,336.94	14,623.68	14,916.15	15,214.48	15,518.77	15,829.14
24	11,191.58	11,415.41	11,643.72	11,876.59	12,114.13	12,356.40	12,603.53	12,855.61	13,112.71	13,374.98	13,642.46	13,915.32	14,193.63	14,477.50	14,767.05	15,062.38	15,363.64	15,670.91	15,984.32	16,304.00
25	11,527.33	11,757.87	11,993.03	12,232.89	12,477.55	12,727.10	12,981.63	13,241.26	13,506.10	13,776.22	14,051.74	14,332.77	14,619.42	14,911.81	15,210.05	15,514.25	15,824.54	16,141.03	16,463.85	16,793.13
26	11,873.15	12,110.61	12,352.83	12,599.89	12,851.88	13,108.93	13,371.11	13,638.52	13,911.29	14,189.52	14,473.31	14,762.78	15,058.02	15,359.19	15,666.37	15,979.71	16,299.30	16,625.29	16,957.80	17,296.95
27	12,229.94	12,473.93	12,723.41	12,977.88	13,237.43	13,502.19	13,772.23	14,047.68	14,328.63	14,615.21	14,907.51	15,205.66	15,509.77	15,819.97	16,136.38	16,459.11	16,788.28	17,124.05	17,466.53	17,815.86
28	12,596.22	12,848.15	13,105.11	13,367.22	13,634.56	13,907.26	14,185.40	14,469.11	14,758.49	15,053.65	15,354.72	15,661.82	15,975.04	16,294.55	16,620.43	16,952.85	17,291.91	17,637.75	17,990.50	18,350.32
29	12,974.10	13,233.59	13,498.25	13,768.21	14,043.57	14,324.45	14,610.93	14,903.15	15,201.20	15,505.23	15,815.33	16,131.64	16,454.27	16,783.35	17,119.02	17,461.41	17,810.63	18,166.84	18,530.19	18,900.79
30	13,363.32	13,630.59	13,903.20	14,181.27	14,464.89	14,754.19	15,049.27	15,350.25	15,657.26	15,970.40	16,289.81	16,615.60	16,947.91	17,286.87	17,632.61	17,985.26	18,344.97	18,711.86	19,086.11	19,467.83

**REGISTERED NURSING SCHEDULE
FOR NON-REPRESENTED NURSING CLASSIFICATIONS**

**TABLE F – Monthly Rates
Effective April 1, 2015**

Grid Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
1	5,784.09	5,899.78	6,017.77	6,138.12	6,260.89	6,386.11	6,513.83	6,644.11	6,776.99	6,912.53	7,050.78	7,191.80	7,335.63	7,482.34	7,632.00	7,784.63	7,940.32	8,099.13	8,261.11	8,426.33
2	5,957.62	6,076.77	6,198.30	6,322.27	6,448.72	6,577.70	6,709.24	6,843.43	6,980.30	7,119.91	7,262.30	7,407.55	7,555.69	7,706.81	7,860.95	8,018.17	8,178.53	8,342.10	8,508.95	8,679.12
3	6,136.35	6,259.07	6,384.26	6,511.94	6,642.18	6,775.02	6,910.52	7,048.73	7,189.71	7,333.50	7,480.17	7,629.78	7,782.37	7,938.02	8,096.78	8,258.71	8,423.89	8,592.37	8,764.21	8,939.50
4	6,320.44	6,446.85	6,575.79	6,707.30	6,841.45	6,978.27	7,117.84	7,260.19	7,405.40	7,553.51	7,704.58	7,858.67	8,015.85	8,176.16	8,339.68	8,506.47	8,676.61	8,850.14	9,027.14	9,207.69
5	6,510.05	6,640.25	6,773.05	6,908.52	7,046.69	7,187.63	7,331.38	7,478.00	7,627.56	7,780.11	7,935.71	8,094.43	8,256.31	8,421.44	8,589.87	8,761.67	8,936.90	9,115.64	9,297.95	9,483.91
6	6,705.35	6,839.45	6,976.24	7,115.77	7,258.09	7,403.25	7,551.31	7,702.34	7,856.39	8,013.51	8,173.78	8,337.26	8,504.01	8,674.09	8,847.57	9,024.52	9,205.01	9,389.11	9,576.89	9,768.43
7	6,906.51	7,044.64	7,185.53	7,329.24	7,475.83	7,625.34	7,777.86	7,933.41	8,092.08	8,253.92	8,419.00	8,587.38	8,759.13	8,934.31	9,113.00	9,295.26	9,481.16	9,670.79	9,864.20	10,061.48
8	7,113.71	7,255.98	7,401.10	7,549.13	7,700.10	7,854.11	8,011.19	8,171.42	8,334.84	8,501.54	8,671.57	8,845.00	9,021.90	9,202.34	9,386.38	9,574.11	9,765.60	9,960.91	10,160.12	10,363.33
9	7,327.12	7,473.66	7,623.13	7,775.60	7,931.11	8,089.73	8,251.53	8,416.56	8,584.89	8,756.59	8,931.72	9,110.35	9,292.55	9,478.41	9,667.98	9,861.34	10,058.56	10,259.74	10,464.93	10,674.22
10	7,546.93	7,697.88	7,851.82	8,008.86	8,169.04	8,332.42	8,499.07	8,669.05	8,842.43	9,019.28	9,199.67	9,383.66	9,571.33	9,762.76	9,958.02	10,157.17	10,360.32	10,567.53	10,778.88	10,994.45
11	7,773.34	7,928.80	8,087.38	8,249.13	8,414.12	8,582.39	8,754.04	8,929.12	9,107.71	9,289.86	9,475.65	9,665.17	9,858.47	10,055.65	10,256.76	10,461.89	10,671.13	10,884.56	11,102.24	11,324.29
12	8,006.54	8,166.67	8,330.01	8,496.60	8,666.54	8,839.86	9,016.66	9,197.00	9,380.94	9,568.55	9,759.93	9,955.13	10,154.23	10,357.32	10,564.46	10,775.75	10,991.26	11,211.09	11,435.31	11,664.01
13	8,246.73	8,411.68	8,579.91	8,751.51	8,926.53	9,105.06	9,287.16	9,472.91	9,662.36	9,855.61	10,052.73	10,253.78	10,458.85	10,668.04	10,881.39	11,099.03	11,321.00	11,547.42	11,778.37	12,013.94
14	8,494.14	8,664.02	8,837.31	9,014.05	9,194.33	9,378.21	9,565.78	9,757.10	9,952.24	10,151.28	10,354.31	10,561.40	10,772.62	10,988.08	11,207.83	11,431.99	11,660.63	11,893.85	12,131.72	12,374.35
15	8,748.96	8,923.94	9,102.42	9,284.47	9,470.16	9,659.56	9,852.75	10,049.81	10,250.80	10,455.82	10,664.94	10,878.23	11,095.80	11,317.72	11,544.08	11,774.95	12,010.46	12,250.66	12,495.67	12,745.59
16	9,011.43	9,191.66	9,375.50	9,563.00	9,754.26	9,949.34	10,148.33	10,351.30	10,558.33	10,769.50	10,984.88	11,204.58	11,428.67	11,657.24	11,890.39	12,128.20	12,370.77	12,618.18	12,870.54	13,127.95
17	9,281.77	9,467.41	9,656.76	9,849.89	10,046.89	10,247.83	10,452.78	10,661.84	10,875.08	11,092.58	11,314.43	11,540.72	11,771.53	12,006.96	12,247.10	12,492.04	12,741.89	12,996.72	13,256.66	13,521.80
18	9,560.23	9,751.43	9,946.46	10,145.39	10,348.30	10,555.26	10,766.37	10,981.70	11,201.33	11,425.36	11,653.87	11,886.94	12,124.68	12,367.17	12,614.52	12,866.81	13,124.14	13,386.63	13,654.36	13,927.44
19	9,847.03	10,043.97	10,244.86	10,449.75	10,658.75	10,871.92	11,089.36	11,311.15	11,537.37	11,768.12	12,003.48	12,243.55	12,488.42	12,738.19	12,992.95	13,252.81	13,517.87	13,788.22	14,063.99	14,345.27
20	10,142.44	10,345.29	10,552.20	10,763.25	10,978.50	11,198.08	11,422.04	11,650.48	11,883.49	12,121.16	12,363.58	12,610.85	12,863.07	13,120.33	13,382.75	13,650.39	13,923.40	14,201.87	14,485.91	14,775.62
21	10,446.71	10,655.65	10,868.76	11,086.13	11,307.86	11,534.03	11,764.70	11,999.99	12,239.98	12,484.78	12,734.47	12,989.16	13,248.95	13,513.93	13,784.21	14,059.89	14,341.09	14,627.91	14,920.47	15,218.88
22	10,760.12	10,975.31	11,194.82	11,418.71	11,647.09	11,880.02	12,117.63	12,359.99	12,607.18	12,859.33	13,116.51	13,378.84	13,646.41	13,919.35	14,197.74	14,481.69	14,771.33	15,066.76	15,368.09	15,675.44
23	11,082.93	11,304.58	11,530.67	11,761.28	11,996.51	12,236.44	12,481.18	12,730.79	12,985.41	13,245.12	13,510.02	13,780.22	14,055.82	14,336.94	14,623.68	14,916.15	15,214.48	15,518.77	15,829.15	16,145.73
24	11,415.41	11,643.72	11,876.59	12,114.12	12,356.41	12,603.53	12,855.60	13,112.72	13,374.97	13,642.48	13,915.31	14,193.63	14,477.50	14,767.05	15,062.39	15,363.63	15,670.91	15,984.33	16,304.01	16,630.08
25	11,757.88	11,993.03	12,232.89	12,477.55	12,727.10	12,981.64	13,241.27	13,506.09	13,776.22	14,051.74	14,332.77	14,619.42	14,911.81	15,210.05	15,514.26	15,824.53	16,141.03	16,463.85	16,793.13	17,128.99
26	12,110.61	12,352.82	12,599.88	12,851.89	13,108.92	13,371.10	13,638.53	13,911.29	14,189.52	14,473.31	14,762.77	15,058.03	15,359.18	15,666.37	15,979.70	16,299.31	16,625.29	16,957.80	17,296.96	17,642.89
27	12,473.93	12,723.41	12,977.87	13,237.43	13,502.17	13,772.23	14,047.68	14,328.63	14,615.20	14,907.51	15,205.66	15,509.78	15,819.97	16,136.37	16,459.10	16,788.29	17,124.04	17,466.53	17,815.86	18,172.18
28	12,848.14	13,105.11	13,367.21	13,634.56	13,907.25	14,185.40	14,469.10	14,758.50	15,053.66	15,354.72	15,661.82	15,975.05	16,294.54	16,620.44	16,952.84	17,291.91	17,637.74	17,990.50	18,350.31	18,717.32
29	13,233.58	13,498.26	13,768.22	14,043.57	14,324.44	14,610.93	14,903.15	15,201.21	15,505.23	15,815.33	16,131.64	16,454.27	16,783.35	17,119.01	17,461.40	17,810.64	18,166.84	18,530.18	18,900.79	19,278.81
30	13,630.59	13,903.20	14,181.26	14,464.89	14,754.19	15,049.28	15,350.26	15,657.25	15,970.41	16,289.81	16,615.61	16,947.92	17,286.87	17,632.61	17,985.26	18,344.96	18,711.87	19,086.10	19,467.83	19,857.19

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SECTION 35. Pursuant to Sections 25123(e) and 25123(f) of the Government Code, if this ordinance becomes effective on and after January 1, 2014, it shall be effective immediately except for Sections 16, 22, and 26 which shall be construed and applied as if they were effective and operative on and after January 1, 2014, and Section 34 which shall be construed and applied as if was effective and operative on and after October 1, 2013.

[519020LSBCEO]